

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI495324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Libbey Glass LLC	09/13/2024
RECEIVING PARTY DATA	
Company Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D714098
Patent Number:	D735532
Patent Number:	D828096
Patent Number:	D829037
Patent Number:	D832026
Patent Number:	D829036
Patent Number:	D832025
Patent Number:	D816417
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(215)569-5619
Email:	pecsenye@blankrome.com
Correspondent Name:	Timothy D. Pecsénye
Address Line 1:	One Logan Square, 8th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-20138
NAME OF SUBMITTER:	KATHERINE HOLLENBECK

SIGNATURE:	KATHERINE HOLLENBECK
DATE SIGNED:	09/16/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 10 source=Intellectual Property Security Agreement (PNC-Libbey)#page1.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page2.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page3.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page4.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page5.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page6.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page7.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page8.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page9.tiff source=Intellectual Property Security Agreement (PNC-Libbey)#page10.tiff	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 13th day of September, 2024, by LIBBEY GLASS LLC, a Delaware limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), by and among the Grantor, as a borrower (together with any other Person which may become a Borrower thereunder pursuant to Section 9.17 of the Credit Agreement, each individually a “Borrower” and collectively, “Borrowers”), LG ACQUIRER HOLDCO INC., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrowers party to the Credit Agreement from time to time as Guarantors, the financial institutions or entities party to the Credit Agreement from time to time (the “Lenders”), PNC BANK, NATIONAL ASSOCIATION (“PNC”), in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “Administrative Agent” or “Agent”) and LC Issuer, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, the Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in and Lien on all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of the Grantor’s Copyrights and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of the Grantor’s Patents, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of the Grantor's Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES OR OTHER RULE OF LAW WHICH WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAW OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together, shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement.

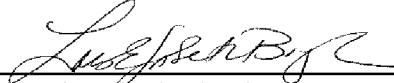
8. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to

this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

The Grantor has signed this Agreement as of the day and year first written above.

LIBBEY GLASS LLC

By: 
Name: Lois Elizabeth Bingham
Title: Senior Vice President, General Counsel and
Corporate Secretary

Schedule 1

PATENTS

CREDIT PARTY: LIBBEY GLASS LLC

	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Glass ¹	29484109	03/06/2014	<u>D714098</u>	09/30/2014
2.	Glass	29493966	06/16/2014	<u>D735532</u>	08/04/2015
3.	Kentucky bourbon glass	29600561	04/13/2017	D828096	09/11/2018
4.	Baking dish (oval)	29616935	09/11/2017	D829037	09/25/2018
5.	Baking dish (loaf)	29616936	09/11/2017	D832026	10/30/2018
6.	Baking dish 9 x 13	29616933	09/11/2017	D829036	09/25/2018
7.	Baking dish 8 x 8	29616934	09/11/2017	D832025	10/30/2018
8.	Plate	29604326	05/17/17	D816417	05/01/2018




1. Trademarks




CREDIT PARTY: LIBBEY GLASS LLC

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registration Status
1.	DURATUFF	73188867	10/10/1978	1131831	03/11/1980	Active
2.	SAFEDGE	71539840	07/15/1947	0522529	03/21/1950	Active
3.	PRISM (GLASSWARE)	75194303	10/22/1996	2330497	03/21/2000	Active
4.	CHIVALRY	73260123	4/28/1980	1173311	10/13/1981	Active
5.	EMBASSY	73260122	04/28/1980	1178202	11/17/1981	Active
6.	FINEDGE	73259926	04/28/1980	1193209	04/06/1982	Active

¹ **NTD:** Several of the below patents are recorded at USPTO under "Libbey Glass Inc." Libbey Glass Inc. converted to Libbey Glass LLC on November 5, 2020. The transfer of IP to Libbey Glass LLC is in process.

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registration Status
7.	NOB HILL	76388641	03/27/2002	2663144	12/17/2002	Active
8.	CATALINA	76390206	03/29/2002	2669061	12/31/2002	Active
9.	QUANTUM (FLATWARE)	76394802	04/12/2002	2669104	12/31/2002	Active
10.	GIBRALTAR	73259925	04/28/1980	1224292	01/18/1983	Active
11.	GOVERNOR CLINTON	76390203	03/29/2002	2704223	04/08/2003	Active
12.	GIBRALTAR (FLATWARE)	76425497	06/25/2002	2709190	04/22/2003	Active
13.	BOLLA GRANDE	73260101	04/28/1980	1248379	08/16/1983	Active
14.	RESTAURAN T BASICS (GLASSWARE)	75723944	06/08/1999	2764560	09/16/2003	Active
15.	VENUS	76434968	07/25/2002	2815596	02/17/2004	Active
16.	DAKOTA	74616403	12/29/1994	2025945	12/24/1996	Active
17.	LIBBEY	72243890	04/20/1966	0834728	09/05/1967	Active
18.	L IN CIRCLE	72014356	08/21/1956	0651483	09/10/1957	Active
19.	FIESTA GRANDE	73124600	04/28/1977	1093807	06/20/1978	Active
20.	OMEGA	85479741	11/23/2011	4146781	05/22/2012	Active
21.	BRIOSSA	85337442	06/03/2011	4234810	10/30/2012	Active
22.	FIZZAZZ	85424819	09/16/2011	4273056	01/08/2013	Active
23.	PUEBLA	85424874	09/16/2011	4251177	11/27/2012	Active
24.	ALTITUDE	85570722	03/15/2012	4269781	01/01/2013	Active
25.	GIBRALTAR TWIST	85781412	11/16/2012	4401762	09/10/2013	Active
26.	BRAVURA	86293018	05/28/2014	4667014	01/06/2015	Active
27.	PERCEPTION	86293032	05/28/2014	4667015	01/06/2015	Active
28.	INFINIUM	86475371	12/09/2014	4814841	09/15/2015	Active

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registration Status
29.	OPTIVA	86560085	03/11/2015	4831847	10/13/2015	Active
30.	PERFECT SIGNATURE	86509619	01/21/2015	4856891	11/17/2015	Active
31.	MASTER'S RESERVE	86529710	02/10/2015	4852720	11/10/2015	Active
32.	CLEARFIRE	86675724	06/16/2015	5060537	10/11/2016	Active
33.	LIBBEY & Design 	86745022	09/02/2015	5142653	02/14/2017	Active
34.	L & Design 	86745031	09/02/2015	5142654	02/14/2017	Active
35.	LIBBEY SIGNATURE	86919304	02/25/2016	5121079	01/10/2017	Active
36.	ADULTING	87831632	03/13/2018	5699090	3/12/2019	Active
37.	PROLOGUE	87831502	03/13/2018	5597610	10/30/2018	Active
38.	CLEARFIRE and Design 	88454608	05/31/2019	5969291	01/21/2020	Active
39.	URBAN STORY	87064451	06/08/2016	5397197	02/06/2018	Active
40.	Reserve By Libbey	97286907	02/28/2022	7225995	11/21/2023	Active
41.	Libbey For Makers By Makers	90351043	12/01/2020	6853300	9/20/2022	Active
42.	WORLD	70040724	05/08/1903	0040724	07/07/1903	Active
43.	WORLD	73006744	11/19/1973	0994264	10/01/1974	Active
44.	BRANDWARE	73207440	03/15/1979	1173950	10/20/1981	Active
45.	ULTIMA	73211092	04/09/1979	1180217	12/01/1981	Active

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registration Status
46.	CONTEMPRA	78126744	05/07/2002	2760370	09/02/2003	Active
47.	MCINTOSH	85575269	03/21/2012	4230097	10/23/2012	Active
48.	BANQUET TREE	85852639	02/18/2013	4460186	12/31/2013	Active
49.	FARMHOUSE	85852694	02/18/2013	4523108	04/29/2014	Active
50.	MONORAIL	85852715	02/18/2013	4523109	04/29/2014	Active
51.	ELEXA	86041788	08/19/2013	4607014	09/16/2014	Active
52.	FARMHOUSE	86067037	09/17/2013	4626107	10/21/2014	Active
53.	CONTEMPRA	86296293	05/30/2014	4670942	01/13/2015	Active
54.	WORLD	87630371	10/02/2017	5459028	05/01/2018	Active
55.	MASTER'S GAUGE	87795940	02/13/2018	5897930	10/29/2019	Active
56.	VIRTUOSO	98412136	02/20/2024	Pending	Pending	Pending
57.	RESERVE BY LIBBEY 	97718762	12/15/2022	Pending	Pending	Pending
58.	RESERVE BY LIBBEY 	97683298	11/18/2022	Pending	Pending	Pending
59.	VINA	98414133	02/21/2024	Pending	Pending	Pending
60.	INFINIUM DX 	97024609	09/13/2021	Pending	Pending	Pending
61.	INFINIUM DX	97024476	09/13/2021	7225577	11/21/2023	Active.
62.	SLENDAS	78922665	07/05/2006	3393370	03/04/2008	Active
63.	CAFÉ ROYAL	76390165	04/01/2002	2669056	12/31/2002	Active
64.	REPETITION	76486090	01/27/2003	2826208	03/23/2004	Active

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registration Status
65.	CASABLANC A	73232595	09/24/1979	1292327	08/28/1984	Active
66.	CANTINA (FLATWARE)	76549685	09/22/2003	2881207	09/07/2004	Active
67.	CANTINA	75291314	05/13/1997	2137547	02/17/1998	Active
68.	ESQUIRE (FLATWARE)	78299758	09/12/2003	3105850	06/20/2006	Active

Credit Party: World Tableware LLC

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registration Status
1.	SYRACUSE ²	71083125	12/07/1914	0104744	06/15/1915	Active

COPYRIGHTS

1. Copyright Registrations and Applications

Copyright	Date Issued	Registration Number	Country
Credit Party: LIBBEY GLASS LLC			
COUNTRY GOOSE	07/23/1987	VA0000279220	USA
LIBBEY TABLETOP SELLING PROGRAM	08/10/1992	TX0003362639	USA
BLUE ICON (DISHWASHER SAFE)	09/13/2018	VA0002177659	USA
BURGANDY ICON (FLAVOR ENHANCING)	09/13/2018	VA0002179918	USA
Credit Party: Syracuse China Corporation³			
TREVAL	12/16/1991	VA0000482052	USA
RAVENNA	12/16/1991	VA0000482051	USA
SCOTTSDALE	09/17/1990	VA0000425366	USA
BERKSHIRE PATTERN/TREMONT SHAPE	09/17/1990	VA0000424701	USA

² **NTD:** this Trademark is currently registered under World Tableware LLC. World Tableware was merged into Libbey Glass LLC on July 9, 2023 at 11:59 p.m. The Trademark will expire at the end of the year and will not be renewed.

³ **NTD:** Syracuse China Corporation was converted to Syracuse China LLC on December 31, 2020, at 11:59 p.m. and was subsequently merged into World Tableware LLC on July 14, 2022. World Tableware was merged into Libbey Glass LLC on July 9, 2023 at 11:59 p.m. The title transfer to Libbey Glass LLC is in process.

Copyright	Date Issued	Registration Number	Country
COMPTON, TURINA SHAPE	01/09/1991	VA0000435465	USA
COLLETTE	03/27/1990	VA0000393501	USA
JUDSON	03/09/1990	VA0000391832	USA
SYRALITE BODY FROM SYRACUSE CHINA MATCHES BRILLIANT BEAUTY WITH LASTING STRENGTH	05/03/1990	TX0002789984	USA
CHANTELLE	10/13/1989	VA0000370690	USA
TAPESTRY	10/13/1989	VA0000370683	USA
LENORE	09/26/1989	VA0000364209	USA
MAYMONT	09/26/1989	VA0000364208	USA
MARISA	05/01/1989	VA0000346512	USA
HYATT ORLANDO	05/01/1989	VA0000346511	USA
PONTE VERDE	05/01/1989	VA0000346510	USA
KEY BISCAYNE GREAT PLATE	09/21/1982	VA0000211078	USA
BEAUVAL FLORAL DESIGN	09/21/1982	VA0000139016	USA
BEAUVAL FLORAL DESIGN	09/21/1982	VA0000139015	USA
BEAUVAL FLORAL DESIGN	09/21/1982	VA0000139014	USA
BEAUVAL FLORAL DESIGN	09/21/1982	VA0000139013	USA
THE PERCEIVED VALUE OF TABLETOP ACHITECTURE	09/21/1982	TX0001127211	USA
CUSTOM BY SYRACUSE CHINA	09/21/1982	TX000127210	USA
GIBRALTAR COOK N'SERVE CHINA: A HOSPITALITY GROUP BY SYRACUSE CHINA: LET OVEN LOVIN' GOODNESS SELLS FOR YOU	09/21/1982	TX0001127209	USA
303 MENU IDEAS	09/21/1982	TX0001127208	USA
THE PERCEIVED VALUE OF TABLETOP ARCHITECTURE: v. I	09/21/1982	TX0001127207	USA
THE FEATURE PLATE	09/21/1982	TX0001116893	USA
MESA GRANDE	12/18/1981	TX000842454	USA
KING'S INN	12/18/1981	TX000842453	USA
OPERATION COST CONTAINMENT: AREA MANAGER ACTION PROGRAM MANUAL	08/25/1978	TX000094376	USA
CARLTON NARROW RIM DINNERWARE	08/08/1986	VA0000245549	USA
HOTEL DUPONT	05/01/1989	VA0000346513	USA
ARTIFACTS	06/24/1999	VA0000991653	USA
COMBO: NO. 46172-1	06/24/1999	VA0000991654	USA
ISLAND: NO. 46172-2	06/24/1999	VA0000991652	USA
FRIENDLYS I	07/12/1999	VA0000996589	USA
FRIENDLYS II	07/12/1999	VA0000996590	USA