

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

World Tableware Inc.

- Individual(s)
- General Partnership
- Delaware Corporation
- Other

Citizenship _____

Execution Date(s) **June 16, 2006**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **Merrill Lynch PCG, Inc.**

Internal Address: _____

Street Address: **4 World Financial Center**

City: **New York**

State: **NY**

Country: **U.S.** Zip: **10080**

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Delaware Corporation

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other _____

Merger

Change of Name

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

75590343

78858430

78858427

78858411

B. Trademark Registration No(s).

2776703 2721149 2760370

1173950 2889974

1534875 2430409

994264 2784832

1559578 2663154

0040724 2074231

1262229 2704467

1180217 2704465

2704466 1073075

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Evan G. Burnstein, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036-6522
 Tel: (212) 735-2398
 Fax: (917) 777-2398
 evan.burnstein@skadden.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 1.21(h) and 3.41) \$590.

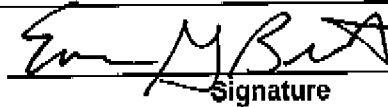
All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 374220/2188)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Sylvia Marquez**

9. Signature.



July 10, 2006

Date

Evan G. Burnstein

Name of Person Signing

Total number of pages including cover sheet, and documents:

7

**GRANT OF THIRD LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF THIRD LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 16, 2006, is made by WORLD TABLEWARE INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of MERRILL LYNCH PCG, INC., a Delaware corporation (the "Initial Holder") in connection with the Indenture, dated as of June 16, 2006 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Libbey Glass Inc. (the "Issuer"), the Grantor, the other guarantors party thereto and the Initial Holder.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuer has issued its Senior Subordinated Pay-In-Kind Notes due 2011, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, collectively, the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Issuer and certain other guarantors, including the Grantor, have executed and delivered a Note Pledge and Security Agreement, dated as of June 16, 2006, in favor of the Initial Holder (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Initial Holder a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Initial Holder, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Initial Holder to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Initial Holder in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Initial Holder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Initial Holder with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16th day of June, 2006.

[Signatures appear on following page]

WORLD TABLEWARE INC.
as Grantor

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, consisting of a large, stylized 'W' or similar shape, written over a horizontal line.

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK

REEL: 003344 FRAME: 0849

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss

On the 16th day of June, 2006, before me personally came Scott Sellick, who is personally known to me to be the VP and CFO of WORLD TABLEWARE INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP and CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Ann K. Mallari
Notary Public
ANN K. MALLARI
Notary Public, State of New York
No. 4386031
Qualified in New York County
Commission Expires July 5, 2006


(PLACE STAMP AND SEAL ABOVE)

JUN-15-2006 18:14

MERRILL LYNCH

212 449 1154 P.02/03

MERRILL LYNCH PCG, INC.

By: 
Name: NEVEN VIDOVIC
Title: VICE PRESIDENT

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK
REEL: 003344 FRAME: 0851

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademarks, Trade Names and Service Marks</u>	<u>Registration Number</u>	<u>Status</u>	<u>Date of Registration</u>	<u>Expiration Date</u>	<u>Country</u>
GLENBROOK	2,776,703	REGISTERED	10/21/03	10/21/13	USA
BRANDWARE	1,173,950	REGISTERED	10/20/81	10/20/11	USA
AMERICAN SILVER CO.	1,534,875	REGISTERED	4/11/89	4/11/09	USA
WORLD (STAINLESS STEEL FLATWARE)	994,264	REGISTERED	4/25/96	10/1/14	USA
AMSILCO	1,559,578	REGISTERED	10/10/87	10/10/09	USA
WORLD (SILVER & PLATED TABLEWARE)	0,040,724	REGISTERED	7/7/03	7/7/13	USA
BB LOGO AND DESIGN	1,262,229	REGISTERED	12/27/83	12/27/13	USA
ULTIMA	1,180,217	REGISTERED	12/1/81	12/1/11	USA
VARESE	2,704,466	REGISTERED	4/8/03	4/8/13	USA
SKOAL	2,721,149	REGISTERED	6/3/03	6/3/13	USA
PESCE	2,889,974	REGISTERED	5/14/03	9/28/14	USA
THE MILLENNIUM COLLECTION	75/590,343	APPLN FILED	11/16/98		USA
CONTEMPRA	2,430,409	REGISTERED	2/20/01	2/20/11	USA
EVEREST	2,784,832	REGISTERED	11/18/03	11/18/13	USA
AMULET	2,663,154	REGISTERED	12/17/02	12/17/12	USA
WORLD (PORCELAIN DINNERWARE)	2,074,231	REGISTERED	6/24/97	6/24/07	USA
SLATE	2,704,467	REGISTERED	4/8/03	4/8/13	USA
VERONA (FLATWARE)	2,704,465	REGISTERED	4/8/03	4/8/13	USA
WTI GLOBE AND DESIGN	1,073,075	REGISTERED	9/13/77	9/13/07	USA
CONTEMPRA	2,760,370	REGISTERED	9/2/03	9/2/13	USA
SAN MARINO	78/858,430	APPLN FILED			USA
PORTO	78/858,427	APPLN FILED			USA
PRAGUE	78/858,411	APPLN FILED			USA