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Form TPO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

02-18-2010

U.S. DEPARTMENT OF COMMERCE
Patents Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office or the new address(es) below.


01-21-2

1. Name of conveying party(ies): WORLD TABLEWARE INC., A DELAWARE CORPORATION <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: Delaware, USA <input type="checkbox"/> Other _____ Citizenship (see guidelines) Delaware, USA Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>The Bank of New York Mellon Trust Company, N.A.</u> Internal Address: <u>as Collateral Agent</u> Street Address: <u>2 N. LaSalle Street, Suite 1020</u> City: <u>Chicago</u> State: <u>Illinois</u> Country: <u>USA</u> Zip: <u>60602</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>N.A.</u> Citizenship <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance / Execution Date(s) : Execution Date(s) <u>02/08/2010</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	

4. Application number(s) or registration number(s) and Identification or description of the Trademark.	
A. Trademark Application No.(s) See Schedule A	B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>James Murray</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way</u> <u>Suite 125</u> City: <u>Columbus</u> State: <u>Ohio</u> Zip: <u>43219</u> Phone Number: <u>614-280-3566</u> Fax Number: <u>800-516-6304</u> Email Address: <u>james.murray@wolterskluwer.com</u>	6. Total number of applications and registrations involved: 23 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name: <u>02/17/2010 MJAMA1 00000044 2776703</u> <u>01 FC:8521</u> <u>02 FC:8522</u> <u>02/10/2010</u> 40.00 DP 550.00 DP
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9. Signature:  _____ Name of Person Signing	Date 8 Total number of pages including cover sheet, attachments, and document:
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 8, 2010 is made by WORLD TABLEWARE INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (the "Collateral Agent") on behalf of the holders of the Notes (as defined below) (the "Holders") pursuant to an indenture dated February 8, 2010 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Libbey Glass Inc., a Delaware corporation (the "Company"), Libbey Inc., a Delaware corporation ("Holdings"), each Guarantor (as defined in the Indenture), and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee (the "Trustee"), in which the Company has issued to the Holders the 10% Senior Secured Notes due 2015 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantor and the other Guarantors have executed and delivered a Note Pledge and Security Agreement, dated as of February 8, 2010, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Holders a continuing security interest in all Intellectual Property, including the Trademarks;

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, and in order to induce the Collateral Agent to enter into the Indenture and the Holders to purchase the Notes, the Grantor agrees, for the benefit of the Collateral Agent and the Holders, 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 Indenture and the Pledge and 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

Collateral Agent for the benefit of the Collateral Agent and the Holders 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 Holders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Holders 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 Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and 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 8th day of February, 2010.

WORLD TABLEWARE INC.
as Grantor

By: Susan A. Kovach
Name: SUSAN L. KOVACH
Title: VP, General Counsel & Secretary

Signature Page to Grant of Security Interest in Trademark Rights (World Tableware Inc.)

TRADEMARK

| REEL: 004152 FRAME: 0796

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Collateral Agent

By: *Linda E. Garbin*
Name: Linda E. Garbin
Title: Vice President

Signature Page to Grant of Security Interest in Trademark Rights (World Tableware Inc.)

TRADEMARK

| REEL: 004152 FRAME: 0797

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

On the 8th day of February, 2010, before me personally came SUEAN A. KOVACH, who is personally known to me to be the VP, General Counsel + Secretary of WORLD TABLEWARE INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, Gen Counsel + Secretary 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.



DEBORAH HYNDMAN
Notary Public - State of Ohio
My Commission Expires 7-8-2011

Deborah Hyndman
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Signature Page to Grant of Security Interest in Trademark Rights (World Tableware Inc.)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF IL)
) ss
COUNTY OF COOK)

On the 8th day of February, 2010, before me personally came Linda E. Garcia, who is personally known to me to be the Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association 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 national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



T. Mosterd
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Acknowledgment to Grant of Security Interest in Trademark Rights (World Tableware Inc.)