

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIBBEY GLASS INC.		02/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent
Street Address:	2 N. LaSalle Street
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	2034784	FUNDAMENTALS
Registration Number:	2004783	JEWEL
Registration Number:	2663143	PERCEPTION
Registration Number:	2663144	NOB HILL
Registration Number:	2704223	GOVERNOR CLINTON
Registration Number:	2025945	DAKOTA
Registration Number:	2044121	STATUS
Registration Number:	2330497	PRISM
Registration Number:	1372622	SYMMETRY
Registration Number:	2669104	QUANTUM
Registration Number:	2709190	GIBRALTAR
Registration Number:	2689061	STARFN
Registration Number:	2502645	RESTAURANT BASICS

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**TRADEMARK
 REEL: 004228 FRAME: 0547**

Registration Number:	2502646	RESTAURANT BASICS
Registration Number:	2764560	RESTAURANT BASICS
Registration Number:	2414453	EVERY DAY. EVERY WAY.
Registration Number:	1998419	LIFESTYLES
Registration Number:	2286310	LIBBEY.COM
Registration Number:	1224292	GIBRALTAR
Registration Number:	2859370	CLUBHOUSE COLLECTION
Registration Number:	2416702	MAIN STREET
Registration Number:	2114155	VILLAGE PINES COLLECTION
Registration Number:	2443873	FACETS
Registration Number:	2194064	CREATIVE ACCENTS
Registration Number:	2522992	GENUINE LIBBEY
Registration Number:	1173311	CHIVALRY
Registration Number:	2602220	WHAT'S COOKIN'?
Registration Number:	2525778	QUANTUM
Registration Number:	1445212	MALIBU
Registration Number:	2355388	GIBRALTAR
Registration Number:	0849814	SHEER RIM
Registration Number:	2884004	BRAVURA
Registration Number:	0522529	SAFEDGE
Registration Number:	0651483	L
Registration Number:	0834728	LIBBEY
Registration Number:	2366307	2000
Registration Number:	1131831	DURATUFF
Registration Number:	1178202	EMBASSY
Registration Number:	1248379	BOLLA GRANDE
Registration Number:	1564590	VIVA GRANDE
Registration Number:	2889973	TIKIWARE
Registration Number:	2809251	OMEGA
Registration Number:	2875403	MARGARINI
Registration Number:	2815596	VENUS
Registration Number:	1193209	FINEDGE
Registration Number:	1093807	FIESTA GRANDE
Registration Number:	2677813	QUANTUM
Registration Number:	2738740	PRISM

Registration Number:	3077591	POLYTUFF
Registration Number:	3069269	SATIN GIBRALTAR
Serial Number:	78586296	RESTAURANT SUPPLIES TO GO

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	020742-0036
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NAME OF SUBMITTER:	Kristin J. Azcona
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Signature:	/kja/
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Date:	06/21/2010
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Total Attachments: 8

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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 LIBBEY GLASS INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Company"), in favor of The Bank of New York Mellon Trust Company, N.A., a 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 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 Company and certain other subsidiaries of the Company 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 Company 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; and

WHEREAS, the Company 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 Notes, the Company 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 Company 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 Company'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 Company 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 Company 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 Agreements 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.

LIBBEY GLASS INC.
as the Company

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

Signature Page to Grant of Security Interest of Trademark Rights (Libbey Glass Inc.)

TRADEMARK
REEL: 004228 FRAME: 0552

ACKNOWLEDGMENT OF COMPANY

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

On the 8th day of February, 2010, before me personally came SUSAN A. KOVACH, who is personally known to me to be the VP, Gen Counsel / Secretary of LIBBEY GLASS 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)

Acknowledgment to Grant of Security Interest of Trademark Rights (Libbey Glass Inc.)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF IL)
) ss
COUNTY OF COOK)

On the 8 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 of Trademark Rights (Libbey Glass Inc.)

SCHEDULE A

U.S.T rademark 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>
FUNDAMENTALS	2,034,784	REGISTERED	2/4/97	2/4/07	USA
JEWEL	2,004,783	REGISTERED	10/1/96	10/1/06	USA
PERCEPTION	2,663,143	REGISTERED	12/17/02	12/17/12	USA
NOB HILL	2,663,144	REGISTERED	12/17/02	12/17/12	USA
GOVERNOR CLINTON	2,704,223	REGISTERED	4/8/03	4/8/13	USA
DAKOTA	2,025,945	REGISTERED	12/24/96	12/24/06	USA
STATUS	2,044,121	REGISTERED	3/11/97	3/11/07	USA
PRISM (GLASSWARE)	2,330,497	REGISTERED	3/21/00	3/21/10	USA
SYMMETRY	1,372,622	REGISTERED	11/26/85	11/26/05	USA
QUANTUM (FLATWARE)	2,669,104	REGISTERED	12/31/02	12/31/12	USA
GIBRALTAR (FLATWARE)	2,709,190	REGISTERED	4/22/03	4/22/13	USA
CATALINA	2,669,061	REGISTERED	12/31/02	12/31/12	USA
E-SERIES	78/741,473	APPLN FILED			USA
RESTAURANT BASICS (DINNERWARE)	2,502,645	REGISTERED	10/30/01	10/30/11	USA
RESTAURANT BASICS (FLATWARE)	2,502,646	REGISTERED	10/30/01	10/30/11	USA
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/13	USA
EVERY DAY. EVERY WAY.	2,414,453	REGISTERED	12/19/00	12/19/10	USA
LIFESTYLES	1,998,419	REGISTERED	9/3/96	9/3/06	USA
LIBBEY.COM	2,286,310	REGISTERED	10/12/99	10/12/09	USA
GIBRALTAR	1,224,292	REGISTERED	1/18/83	1/18/13	USA
CLUBHOUSE COLLECTION	2,859,370	REGISTERED	7/6/04	7/6/14	USA
MAIN STREET VILLAGE PINES COLLECTION	2,416,702	REGISTERED	1/2/01	1/2/11	USA
FACETS	2,114,155	REGISTERED	11/18/97	11/18/07	USA
CREATIVE ACCENTS	2,443,873	REGISTERED	4/17/01	4/17/11	USA
GENUINE LIBBEY	2,194,064	REGISTERED	10/6/98	10/6/08	USA
CHIVALRY	2,522,992	REGISTERED	12/25/01	12/25/11	USA
WHAT'S COOKIN'? (BAKEWARE)	1,173,311	REGISTERED	10/13/81	10/13/11	USA
QUANTUM (GLASSWARE)	2,602,220	REGISTERED	7/30/02	7/30/12	USA
MALIBU	2,525,778	REGISTERED	1/1/02	1/1/12	USA
GIBRALTAR (DINNERWARE)	1,445,212	REGISTERED	6/30/87	6/30/07	USA
SHEER RIM AND DESIGN	2,355,388	REGISTERED	6/6/00	6/6/10	USA
BRAVURA	849,814	REGISTERED	5/28/68	5/28/08	USA
SAFEDGE	2,884,004	REGISTERED	9/14/04	9/14/14	USA
SAFEDGE	522,529	REGISTERED	3/21/50	3/21/10	USA
L IN CIRCLE	651,483	REGISTERED	9/10/97	9/10/07	USA
LIBBEY	834,728	REGISTERED	9/5/67	9/5/07	USA
2000 (GLASSWARE)	2,366,307	REGISTERED	7/11/00	7/11/10	USA
DURATUFF	1,131,831	REGISTERED	3/11/80	3/11/10	USA
EMBASSY	1,178,202	REGISTERED	11/17/81	11/17/11	USA
BOLLA GRANDE	1,248,379	REGISTERED	8/16/83	8/16/13	USA
VIVA GRANDE	1,564,590	REGISTERED	11/7/89	11/7/09	USA
TIKIWARE	2,889,973	REGISTERED	9/28/04	9/28/14	USA
OMEGA	2,809,251	REGISTERED	1/27/04	1/27/14	USA

KEGGER (GLASSWARE)	78/532158	APPLN FILED			USA
MARGARINI	2,875,403	REGISTERED	8/17/04	8/17/14	USA
E-COLLECTION	78/741449	APPLN FILED			USA
VENUS	2,815,596	REGISTERED	2/17/04	2/17/14	USA
FINEDGE	1,193,209	REGISTERED	4/6/82	4/6/12	USA
FIESTA GRANDE	1,093,807	REGISTERED	6/20/78	6/20/08	USA
QUANTUM (DINNERWARE)	2,677,813	REGISTERED	1/21/03	1/21/13	USA
PRISM (DINNERWARE)	2,738,740	REGISTERED	7/15/03	7/15/13	USA
POLYTUFF	3,077,591	REGISTERED	4/4/06	4/4/16	USA
RESTAURANT SUPPLIES TO GO	78/586,296	APPLN FILED			USA
SATIN GIBRALTAR	3,069,269	REGISTERED	3/14/06	3/14/16	USA
WINE MASTER	78/805,067	APPLN FILED			USA
ENDEAVOR	78/572,284	APPLN FILED			USA
SPIRIT MASTER	78/861,587	APPLN FILED			USA