

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Libbey Glass Inc.		05/18/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A.
<b>Street Address:</b>	2 North LaSalle Street, Suite 1020
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>Entity Type:</b>	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 28</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2663144	NOB HILL
Registration Number:	2704223	GOVERNOR CLINTON
Registration Number:	2025945	DAKOTA
Registration Number:	2044121	STATUS
Registration Number:	2330497	PRISM
Registration Number:	2669104	QUANTUM
Registration Number:	2709190	GIBRALTAR
Registration Number:	2669061	CATALINA
Registration Number:	2764560	RESTAURANT BASICS
Registration Number:	2286310	LIBBEY.COM
Registration Number:	1224292	GIBRALTAR
Registration Number:	1173311	CHIVALRY
Registration Number:	0849814	SHEER RIM
Registration Number:	0522529	SAFEDGE

OP \$715.00 2663144

Registration Number:	0651483	L
Registration Number:	0834728	LIBBEY
Registration Number:	1131831	DURATUFF
Registration Number:	1178202	EMBASSY
Registration Number:	1248379	BOLLA GRANDE
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:	3687479	RESTAURANT SUPPLIES TO GO
Registration Number:	3069269	SATIN GIBRALTAR
Serial Number:	85479741	OMEGA

**CORRESPONDENCE DATA**

Fax Number: 7147558290  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	020742-0036
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/18/2012

**Total Attachments: 7**  
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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 18, 2012 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., as collateral agent (the "Collateral Agent") on behalf of the holders of the Notes (as defined below) (the "Holders") pursuant to an indenture dated May 18, 2012 (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 6.875% Senior Secured Notes due 2020 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

### W I T N E S S E T H:

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 May 18, 2012, 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 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 18th day of May, 2012.

LIBBEY GLASS INC.  
as the Company

By:   
Name: Susan A. Korach  
Title: Vice President, General Counsel & Secretary

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

**TRADEMARK**  
**REEL: 004783 FRAME: 0962**

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

By: *L Garcia*  
Name: LINDA GARCIA  
Title: Vice President

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

**TRADEMARK**  
**REEL: 004783 FRAME: 0963**

ACKNOWLEDGMENT OF COMPANY

STATE OF Ohio )  
 )  
COUNTY OF Lucas ) ss

On the 16th day of May, 2012, before me personally, came Susan Allen Kovach, who is personally known to me to be the VP, GC & Secy of LIBBEY GLASS INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, GC & Secy 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.

Karen E. Wagner  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



KAREN E WAGNER  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission  
Expires  
January 31, 2016

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

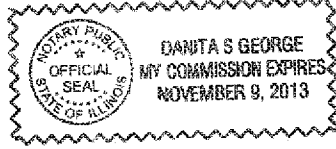
ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK         )

On the 16 day of May, 2012, before me personally came Linda Garcia, who is personally known to me to be a 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 a 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.

*Danita S. George*  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



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



## 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>
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
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
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/13	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
CHIVALRY	1,173,311	REGISTERED	10/13/81	10/13/11	USA
SHEER RIM AND DESIGN	849,814	REGISTERED	5/28/68	5/28/08	USA
SAFEDGE	522,529	REGISTERED	3/21/50	3/21/10	USA
L IN CIRCLE	651,483	REGISTERED	9/10/57	9/10/07	USA
LIBBEY	834,728	REGISTERED	9/5/67	9/5/07	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
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	3687479	REGISTERED	9/22/09	9/22/19	USA
SATIN GIBRALTAR	3,069,269	REGISTERED	3/14/06	3/14/16	USA
OMEGA	85/479,741 (Serial No.)	APPLN FILED (Use based)	11/23/11 (Filing Date)		USA
BRIOSSA	85/337,442 (Serial No.)	APPLN FILED (Intent to Use)	6/3/11 (Filing Date)		USA
FIZZAZZ	85/424,819 (Serial No.)	APPLN FILED (Intent to Use)	9/16/11 (Filing Date)		USA
PUEBLA	85/424,874 (Serial No.)	APPLN FILED (Intent to Use)	9/16/11 (Filing Date)		USA
ALTITUDE	85/570,722 (Serial No.)	APPLN FILED (Intent to Use)	3/15/12 (Filing Date)		USA
PINNACLE	85/590,821 (Serial No.)	APPLN FILED (Intent to Use)	4/6/12 (Filing Date)		USA