

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Syracuse China Company		05/18/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	1395741	ARDEN
Registration Number:	1026786	KING'S INN
Registration Number:	1336722	CINNAMON
Registration Number:	2678670	COOL 'N ARTS
Registration Number:	1292327	CASABLANCA
Registration Number:	1175252	PALOMINO
Registration Number:	1394111	PATRICIAN
Registration Number:	0555636	SHENANGO
Registration Number:	0104744	SYRACUSE
Registration Number:	0798393	SYRALITE
Registration Number:	1394908	OYSTER BAY
Registration Number:	0761336	TUXEDO GOLD
Registration Number:	2137547	CANTINA
Registration Number:	2669056	CAFE ROYAL

OP \$690.00 1395741

Registration Number:	2669057	QUADRA
Registration Number:	2826208	REPETITION
Registration Number:	3062978	OCTET
Registration Number:	1055595	MESA GRANDE
Registration Number:	1395740	MONTLYNN
Registration Number:	1395739	OAKTON
Registration Number:	2698247	EMINENCE
Registration Number:	2881207	CANTINA
Registration Number:	3105850	ESQUIRE
Registration Number:	2982235	SERRANO
Registration Number:	3393370	SLEND A
Registration Number:	3962821	RESONATE
Registration Number:	3670425	TANGULAR

**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:	020743-0036
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 SYRACUSE CHINA COMPANY, 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 May 18, 2012 (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 6.875% Senior Secured Notes due 2020 (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 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 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; 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, 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 18th day of May, 2012.

SYRACUSE CHINA COMPANY  
as Grantor

By:   
Name: Susan A. Kovach  
Title: Vice President, General Counsel + Secretary

[Signature Page to Grant of Security Interest in Trademark Rights (Syracuse China Company)]

**TRADEMARK**  
**REEL: 004783 FRAME: 0981**

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 in Trademark Rights (Syracuse China Company)]

**TRADEMARK**  
**REEL: 004783 FRAME: 0982**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio )  
 ) ss  
COUNTY OF Lucas )

On the 16th day of May, 2012, before me personally came Susan Anne Korich, who is personally known to me to be the VP, GC & Secy of SYRACUSE CHINA COMPANY, 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

[Acknowledgement to the Grant of Security Interest in Trademark Rights (Syracuse China Company)]

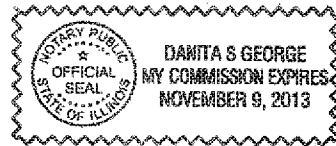
ACKNOWLEDGMENT OF COLLATERAL AGENT

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)



[Acknowledgement to the Grant of Security Interest in Trademark Rights (Syracuse China Company)]



## 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>
ARDEN	1,395,741	REGISTERED	6/3/86	6/3/06	USA
KING'S INN	1,026,786	REGISTERED	12/9/75	12/9/05	USA
CINNAMON	1,336,722	REGISTERED	5/21/85	5/21/05	USA
COOL 'N ARTS	2678670	REGISTERED	1/21/03	1/21/13	USA
CASABLANCA	1,292,327	REGISTERED	8/28/84	8/28/14	USA
PALOMINO	1,175,252	REGISTERED	10/27/81	10/27/11	USA
PATRICIAN	1,394,111	REGISTERED	5/20/86	5/20/06	USA
SHENANGO	555,636	REGISTERED	3/4/52	3/4/12	USA
SYRACUSE	104,744	REGISTERED	6/15/1915	6/15/2015	USA
SYRALITE	798,393	REGISTERED	11/2/65	11/2/05	USA
OYSTER BAY	1,394,908	REGISTERED	5/27/86	5/27/06	USA
TUXEDO GOLD	761,336	REGISTERED	12/10/63	12/10/13	USA
CANTINA	2,137,547	REGISTERED	2/17/98	2/17/08	USA
CAFÉ ROYAL	2,669,056	REGISTERED	12/31/02	12/31/12	USA
QUADRA	2,669,057	REGISTERED	12/31/02	12/31/12	USA
REPETITION	2,826,208	REGISTERED	3/23/04	3/23/14	USA
OCTET	3,062,978	REGISTERED	2/28/06	2/28/16	USA
MESA GRANDE	1,055,595	REGISTERED	1/4/77	1/4/07	USA
MONTLYNN	1,395,740	REGISTERED	6/3/86	6/3/06	USA
OAKTON	1,395,739	REGISTERED	6/3/86	6/3/06	USA
EMINENCE	2,698,247	REGISTERED	3/18/03	3/18/13	USA
CANTINA (FLATWARE)	2,881,207	REGISTERED	9/7/04	9/7/14	USA
	3,105,850	REGISTERED			USA
ESQUIRE			6/20/06	6/20/16	
SERRANO	2,982,235	REGISTERED	8/2/05	8/2/15	USA
SLENDAS	3393370	REGISTERED	3/4/08	3/4/18	USA
	3962821				USA
RESONATE		REGISTERED	5/17/11	5/17/21	
TANGULAR	3670425	REGISTERED	8/18/09	8/18/19	USA
SHENANGO	85/541,250 (Serial No.)	APPLN FILED (Intent to Use)	2/13/12 (Filing Date)		USA