

## 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
World Tableware Inc.		05/18/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	2 North LaSalle Street, Suite 1020		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1173950	BRANDWARE	
Registration Number:	0994264	WORLD	
Registration Number:	0040724	WORLD	
Registration Number:	1262229	BB	
Registration Number:	1180217	ULTIMA	
Registration Number:	2721149	SKOAL	
Registration Number:	2663154	AMULET	
Registration Number:	2760370	CONTEMPRA	
Serial Number:	85575269	MCINTOSH	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdoCKET@lw.com		

OP \$240.00 1173950

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 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 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;

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.

WORLD TABLEWARE INC.

as Grantor

By:



Name:

Susan A. Korach

Title:

Vice President, General Counsel & Secretary

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

**TRADEMARK**  
**REEL: 004783 FRAME: 0990**

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 (World Tableware Inc.)]

**TRADEMARK**  
**REEL: 004783 FRAME: 0991**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio )  
 ) ss  
 COUNTY OF Lucas )

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 WORLD TABLEWARE 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 (World Tableware Inc.)]

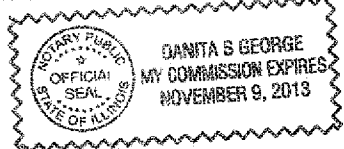
ACKNOWLEDGMENT OF GRANTOR

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 (World Tableware 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>
BRANDWARE	1,173,950	REGISTERED	10/20/81	10/20/21	USA
WORLD (STAINLESS STEEL FLATWARE)	994,264	REGISTERED	10/1/74	10/1/14	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	12/1/21	USA
SKOAL	2,721,149	REGISTERED	6/3/03	6/3/13	USA
THE MILLENNIUM COLLECTION	75/590,343 (Serial No.)	APPLN FILED (Intent to Use)	11/17/98 (Filing Date)		USA
AMULET	2,663,154	REGISTERED	12/17/02	12/17/12	USA
CONTEMPRA	2,760,370	REGISTERED	9/2/03	9/2/13	USA
MCINTOSH	85/575,269 (Serial No.)	APPLN FILED (Use based)	3/21/12 (Filing Date)		USA
SOLARIO	85/487,197 (Serial No.)	APPLN FILED (Intent to Use)	12/5/11 (Filing Date)		USA
GET A GRIP	85/450,634 (Serial No.)	APPLN FILED (Intent to Use)	10/19/11 (Filing Date)		USA