

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		04/09/2014	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Syracuse China Company, as Grantor
Street Address:	300 Madison Avenue
City:	Toledo
State/Country:	OHIO
Postal Code:	43604
Entity Type:	CORPORATION: DELAWARE

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:	555636	SHENANGO
Registration Number:	0104744	SYRACUSE
Registration Number:	798393	SYRALITE
Registration Number:	1394908	OYSTER BAY
Registration Number:	761336	TUXEDO GOLD
Registration Number:	2137547	CANTINA
Registration Number:	2669056	CAFE ROYAL
Registration Number:	2669057	QUADRA
Registration Number:	2826208	REPETITION
Registration Number:	3062978	OCTET
Registration Number:	1055595	MESA GRANDE
Registration Number:	1395740	MONTLYNN

TRADEMARK

Property Type	Number	Word Mark
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:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters /
DATE SIGNED:	04/14/2014

Total Attachments: 5
source=Tab 54. Libbey - Trademark Release from BONY to Syracuse China Company (executed)#page1.tif
source=Tab 54. Libbey - Trademark Release from BONY to Syracuse China Company (executed)#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Bank of New York Mellon Trust Company, N.A., as
Collateral Agent

- Individual(s)
- Association
- Partnership
- Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 9, 2014

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Syracuse China Company, as Grantor

Street Address: 300 Madison Avenue

City: Toledo

State: Ohio

Country: USA Zip: 43604

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA - DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes 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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 35891.0308

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

04/10/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Release”) is made as of April 9, 2014 from The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (as defined below) on behalf of the holders of the Notes (as defined in the Pledge and Security Agreement (as defined below)) to Syracuse China Company, a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to an indenture dated May 18, 2012 (as amended, restated, supplemented or modified from time to time, the “Indenture”; terms used but not defined herein shall have the respective meanings given to them in the Indenture) among the Company, Libbey Inc., a Delaware corporation (“Holdings”), each Subsidiary Guarantor, 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.

WHEREAS, in connection with the Indenture, the Company and certain other subsidiaries of the Company (collectively, the “Grantors”) 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 Grantors 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 (as defined below); and

WHEREAS, in connection with the Pledge and Security Agreement, the Grantor executed that certain Grant of Security Interest in Trademark Rights, dated May 18, 2012 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on May 18, 2012 at Reel/Frame 4783/0977, in favor of the Collateral Agent;

WHEREAS, the Collateral Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Collateral Agent, and the Grantor hereby agree as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean:

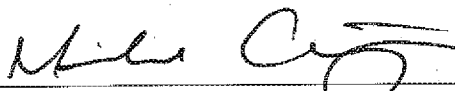
(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith.

SECTION 2. Release of Security Interest. The Collateral Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral. The Collateral Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization necessary to effect the release of its security interest in the Trademark Collateral.

SECTION 3. Recordation. The Collateral Agent, authorizes the recordation of this Trademark Release with the U.S. Patent and Trademark Office and any other applicable registry.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

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

By: 
Name: Michael Countryman
Title: VICE PRESIDENT

[Release of Security Interest in Trademarks - Syracuse China Company]

TRADEMARK
REEL: 005260 FRAME: 0162

**SCHEDULE A
TRADEMARK COLLATERAL**

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	6/15/15	6/15/15	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
ESQUIRE	3,105,850	REGISTERED	6/20/06	6/20/16	USA
SERRANO	2,982,235	REGISTERED	8/2/05	8/2/15	USA
SLENDA	3393370	REGISTERED	3/4/08	3/4/18	USA
RESONATE	3962821	REGISTERED	5/17/11	5/17/21	USA
TANGULAR	3670425	REGISTERED	8/18/09	8/18/19	USA