

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301441

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Libbey Glass Inc.		04/09/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Collateral Agent		
<b>Street Address:</b>	1615 Brett Road, Building III		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1131831	DURATUFF	
<b>Registration Number:</b>	522529	SAFEDGE	
<b>Registration Number:</b>	1173311	CHIVALRY	
<b>Registration Number:</b>	1178202	EMBASSY	
<b>Registration Number:</b>	1193209	FINEDGE	
<b>Registration Number:</b>	2663144	NOB HILL	
<b>Registration Number:</b>	2669061	CATALINA	
<b>Registration Number:</b>	2669104	QUANTUM	
<b>Registration Number:</b>	1224292	GIBRALTAR	
<b>Registration Number:</b>	2704223	GOVERNOR CLINTON	
<b>Registration Number:</b>	2709190	GIBRALTAR	
<b>Registration Number:</b>	1248379	BOLLA GRANDE	
<b>Registration Number:</b>	2764560	RESTAURANT BASICS	
<b>Registration Number:</b>	3687479	RESTAURANT SUPPLIES TO GO	
<b>Registration Number:</b>	2815596	VENUS	
<b>Registration Number:</b>	2025945	DAKOTA	
<b>Registration Number:</b>	2044121	STATUS	
<b>Registration Number:</b>	834728	LIBBEY	
<b>Registration Number:</b>	651483	L	
<b>Registration Number:</b>	849814	SHEER RIM	
<b>TRADEMARK</b>			

OP \$765.00 1131831

Property Type	Number	Word Mark
Registration Number:	1093807	FIESTA GRANDE
Registration Number:	2286310	LIBBEY.COM
Registration Number:	4146781	OMEGA
Registration Number:	4234810	BRIOSSA
Registration Number:	4273056	FIZZAZZ
Registration Number:	4251177	PUEBLA
Registration Number:	4269781	ALTITUDE
Registration Number:	4401762	GIBRALTAR TWIST
Registration Number:	4462652	SET FOR SUCCESS
Registration Number:	2330497	PRISM

**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

<b>NAME OF SUBMITTER:</b>	Ken Tan, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters /
<b>DATE SIGNED:</b>	04/15/2014

**Total Attachments: 6**

source=Tab 09. Grant of Security Interest in Trademark Rights (Libbey) (executed)#page1.tif

source=Tab 09. Grant of Security Interest in Trademark Rights (Libbey) (executed)#page2.tif

source=Tab 09. Grant of Security Interest in Trademark Rights (Libbey) (executed)#page3.tif

source=Tab 09. Grant of Security Interest in Trademark Rights (Libbey) (executed)#page4.tif

source=Tab 09. Grant of Security Interest in Trademark Rights (Libbey) (executed)#page5.tif

source=Tab 09. Grant of Security Interest in Trademark Rights (Libbey) (executed)#page6.tif

**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 9, 2014 is made by LIBBEY GLASS INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Company") in favor of Citibank, N.A., as collateral agent (the "Collateral Agent") on behalf of the Senior Credit Parties (as defined in the Credit Agreement (as defined below)) pursuant to the Senior Secured Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Libbey Glass Inc., a Delaware corporation (the "Borrower"), Libbey Inc., a Delaware corporation ("Holdings"), the Collateral Agent, Citibank, N.A., as administrative agent for the Lenders, and the Lenders party thereto.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, the Borrower, Holdings and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of April 9, 2014, 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 Senior Credit Parties 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 Credit Agreement and the Lenders to make loans, Company agrees, for the benefit of the Collateral Agent and the Senior Credit Parties, 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 Credit Agreement 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 Senior Credit Parties 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 Senior Credit Parties 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 Senior Credit Parties 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 Senior Credit Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement 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 7<sup>th</sup> day of April, 2014.

LIBBEY GLASS INC.  
as the Company

By: Kenneth A. Boerger  
Name: Kenneth A. Boerger  
Title: Vice President and Treasurer

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

**TRADEMARK**  
**REEL: 005260 FRAME: 0504**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 9<sup>th</sup> day of April, 2014.

CITIBANK, N.A., as Collateral Agent

By: 

Name: Kevin Johns

Title: Vice President

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

TRADEMARK  
REEL: 005260 FRAME: 0505

## SCHEDULE A

### U.S. Trademark Registrations and Applications

DURATUFF	1131831	REGISTERED	3/11/80	3/11/20	USA
SAFEDGE	522529	REGISTERED	3/21/50	3/21/20	USA
PRISM (GLASSWARE)	2,330,497	REGISTERED	3/21/00	3/21/20	USA
CHIVALRY	1173311	REGISTERED	10/13/81	10/13/21	USA
EMBASSY	1178202	REGISTERED	11/17/81	11/17/21	USA
FINEDGE	1193209	REGISTERED	4/6/82	4/6/22	USA
NOB HILL	2663144	REGISTERED	12/17/02	12/17/22	USA
CATALINA	2669061	REGISTERED	12/31/02	12/31/22	USA
QUANTUM (FLATWARE)	2669104	REGISTERED	12/31/02	12/31/22	USA
GIBRALTAR	1224292	REGISTERED	1/18/83	1/18/23	USA
GOVERNOR CLINTON	2704223	REGISTERED	4/8/03	4/8/23	USA
GIBRALTAR (FLATWARE)	2709190	REGISTERED	4/22/03	4/22/23	USA
BOLLA GRANDE	1248379	REGISTERED	8/16/83	8/16/23	USA
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/23	USA
RESTAURANT SUPPLIES TO GO	3,687,479	REGISTERED	9/22/09	9/22/19	USA
VENUS	2815596	REGISTERED	2/17/04	2/17/24	USA
DAKOTA	2,025,945	REGISTERED	12/24/96	12/24/16	USA
STATUS	2,044,121	REGISTERED	3/11/97	3/11/17	USA
LIBBEY	834728	REGISTERED	9/5/67	9/5/17	USA
L IN CIRCLE	651483	REGISTERED	9/10/57	9/10/17	USA
SHEER RIM AND DESIGN	849814	REGISTERED	5/28/68	5/28/18	USA
FIESTA GRANDE	1093807	REGISTERED	6/20/78	6/20/18	USA
LIBBEY.COM	2,286,310	REGISTERED	10/12/99	10/12/19	USA
OMEGA	4146781	REGISTERED	5/22/12	5/22/22	USA
BRIOSSA	4234810	REGISTERED	10/30/12	10/30/22	USA
FIZAZZ	4273056	REGISTERED	1/8/13	1/8/23	USA
PUEBLA	4251177	REGISTERED	11/27/12	11/27/22	USA
ALTITUDE	4269781	REGISTERED	1/1/13	1/1/23	USA
GIBRALTAR TWIST	4401762	REGISTERED	9/10/13	9/10/23	USA
SET FOR SUCCESS	4462652	REGISTERED	1/7/14	1/7/24	USA