

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Tableware Inc.		08/27/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road, Building II		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86211629	BB	
Serial Number:	86304953	TENACITY	
Serial Number:	86184719	BRANDWARE	
Serial Number:	86296293	CONTEMPRA	
Serial Number:	86067037	FARMHOUSE	
Serial Number:	86041788	ELEXA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	12/06/2017		

OP \$165.00 86211629

Total Attachments: 5

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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):

World Tableware Inc.

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

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 27, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Administrative Agent

Street Address: 1615 Brett Road, Building II

City: New Castle

State: DE

Country: USA Zip: 19720

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

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) Jefferies Finance LLC, as First Lien Collateral Agentition No.(s)

See attached Schedule 1

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 35891.308

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

6

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

December 5, 2017

Date

Doris Ka

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

**FIRST AMENDMENT TO
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Amendment"), dated as of August 27, 2015, made to that certain Grant of Security Interest in Trademark Rights dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") made by WORLD TABLEWARE INC., a Delaware corporation located at 300 Madison Avenue, Toledo, Ohio 43604 ("Grantor"), in favor of Citibank, N.A., as collateral agent (the "Agent") for the Senior Secured Credit Parties (the "Lenders") parties to the Senior Secured Credit Agreement, dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LIBBEY GLASS INC., (the "Borrower"), LIBBEY INC., the Agent, Citibank, N.A., as administrative agent for the Lenders, and the Lenders party thereto.

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain other subsidiaries of the Borrower (including Grantor) have executed and delivered a Pledge and Security Agreement, dated as of April 9, 2014, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"; capitalized terms used herein and not otherwise defined have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement), and pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, in furtherance of the foregoing, Grantor and Agent entered into the Trademark Security Agreement;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Pledge and Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule 1 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

3. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

4. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York, without regard to conflict of laws principles that would require the application of laws other than those of the State of New York.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

WORLD TABLEWARE INC.


By: 

Name: Susan Allene Kovach

Title: Vice President, General Counsel and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A.,
as Collateral Agent for the Lenders

By: 
Name: Scott Slavik
Title: Vice President

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
BB	86211629	4721418	04/14/15	World Tableware Inc.
TENACITY	86304953	4709658	03/24/15	World Tableware Inc.
BRANDWARE	86184719	4697120	03/03/15	World Tableware Inc.
CONTEMPRA	86296293	4670942	01/13/15	World Tableware Inc.
FARMHOUSE	86067037	4626107	10/21/14	World Tableware Inc.
ELEXA	86041788	4607014	09/16/14	World Tableware Inc.