

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453684

<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.		12/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Administrative Agent		
<b>Street Address:</b>	1615 Brett Road, Building II		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5151516	GLASS MASTER	
<b>Registration Number:</b>	5142654	L	
<b>Registration Number:</b>	5142653	L LIBBEY	
<b>Registration Number:</b>	5121079	LIBBEY SIGNATURE	
<b>Registration Number:</b>	5106821	AMERICAN MADE LUXURY	
<b>Registration Number:</b>	5060537	CLEARFIRE	
<b>Registration Number:</b>	5012562	JUST INDULGE	
<b>Registration Number:</b>	4856891	PERFECT SIGNATURE	
<b>Registration Number:</b>	4852720	MASTER'S RESERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		

OP \$240.00 5151516

<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	12/07/2017
<b>Total Attachments: 5</b> source=Libbey - Second Amendment to Trademark Security Agreement (Libbey Glass)#page1.tif source=Libbey - Second Amendment to Trademark Security Agreement (Libbey Glass)#page2.tif source=Libbey - Second Amendment to Trademark Security Agreement (Libbey Glass)#page3.tif source=Libbey - Second Amendment to Trademark Security Agreement (Libbey Glass)#page4.tif source=Libbey - Second Amendment to Trademark Security Agreement (Libbey Glass)#page5.tif	

### 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):**

Libbey Glass 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) December 7, 2017

- 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: 35891.437 (2nd Amendment)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

9

**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 7, 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

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

THIS SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Amendment"), dated as of December 7, 2017, 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 LIBBEY GLASS INC., a Delaware corporation located at 300 Madison Avenue, Toledo, Ohio 43604 ("Borrower"), in favor of Citibank, N.A., as collateral agent (the "Agent") on behalf of the Senior 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 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 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 Borrower 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, Borrower and Agent entered into the Trademark Security Agreement;

WHEREAS, since the date of Borrower'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.

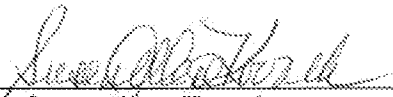
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

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.

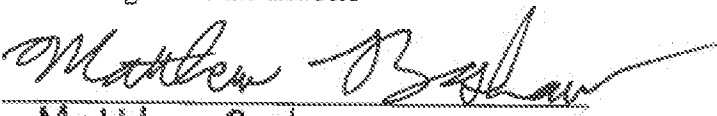
IN WITNESS WHEREOF, Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LIBBEY GLASS 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: Matthew Bashaw  
Title: Vice President

**SCHEDULE 1**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
GLASS MASTER	86211350	5151516	02/28/17	Libbey Glass Inc.
L	86745031	5142654	02/14/17	Libbey Glass Inc.
L LIBBEY	86745022	5142653	02/14/17	Libbey Glass Inc.
LIBBEY SIGNATURE	86919304	5121079	01/10/17	Libbey Glass Inc.
AMERICAN MADE LUXURY	86950267	5106821	12/20/16	Libbey Glass Inc.
CLEARFIRE	86675724	5060537	10/11/16	Libbey Glass Inc.
JUST INDULGE	86851961	5012562	08/02/16	Libbey Glass Inc.
PERFECT SIGNATURE	86509619	4856891	11/17/15	Libbey Glass Inc.
MASTER'S RESERVE	86529710	4852720	11/10/15	Libbey Glass Inc.