

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syracuse China Company		11/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A., as Collateral Agent		
Street Address:	445 South Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2669056	CAFE ROYAL	
Registration Number:	2826208	REPETITION	
Registration Number:	1292327	CASABLANCA	
Registration Number:	2881207	CANTINA	
Registration Number:	0104744	SYRACUSE	
Registration Number:	2137547	CANTINA	
Registration Number:	3393370	SLENDA	
Registration Number:	3962821	RESONATE	
Registration Number:	3105850	ESQUIRE	
Registration Number:	4539303	OCEAN SHORE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$265.00 2669056

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	11/13/2020
Total Attachments: 5 source=Libbey - Trademark Security Agreement (Syracuse China, ABL) (Executed)#page1.tif source=Libbey - Trademark Security Agreement (Syracuse China, ABL) (Executed)#page2.tif source=Libbey - Trademark Security Agreement (Syracuse China, ABL) (Executed)#page3.tif source=Libbey - Trademark Security Agreement (Syracuse China, ABL) (Executed)#page4.tif source=Libbey - Trademark Security Agreement (Syracuse China, ABL) (Executed)#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 13, 2020, is made by SYRACUSE CHINA COMPANY, a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the “Grantor”), in favor of MUFG Union Bank, N.A., a national banking association (“MUFG Union Bank”), as collateral agent (in such capacity, the “Collateral Agent”) on behalf of the Secured Parties (as defined in the Credit Agreement (as defined below)) pursuant to the Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Libbey Glass LLC, a Delaware limited liability company (“Libbey USA”), Libbey Europe B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“Libbey Netherlands”, and together with Libbey USA, collectively, the “Borrowers”), LG Acquirer Holdco Inc., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrowers party thereto from time to time as Guarantors, the financial institutions or entities party thereto from time to time as Lenders, Collateral Agent and MUFG Union Bank as LC Issuer and Administrative Agent and (ii) the Pledge and Security Agreement (as defined below).

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, Libbey USA and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of the date hereof, 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, collaterally assigned and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

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 Credit Agreement and the Lenders to make loans, the Grantor agrees, for the benefit of the Collateral Agent and the Secured 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 or the Pledge and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, collaterally assigns and grants a continuing security interest in 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 Secured Parties to secure the prompt and complete payment and performance of the Secured Obligations when due (whether at stated maturity, by acceleration or otherwise). Notwithstanding the foregoing and for the avoidance of doubt, the Collateral shall not include any Excluded Collateral (including any applications to register Trademarks on the basis of any Grantor's "intent to use" such marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted).

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 Secured 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 Secured Parties 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 Secured 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 any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together, shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

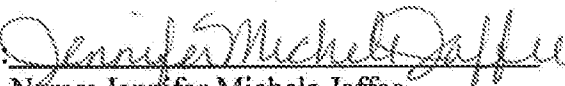
SECTION 6. Governing Law. This Agreement, unless otherwise specified by the terms hereof or thereof or unless the laws of another jurisdiction may, by reason of mandatory provisions of law, govern the perfection, priority, or enforcement of security interests in the collateral, shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles or other rule of law which would cause the application of the law of any jurisdiction other than the law of the State of New York (but giving effect to federal laws relating to national banks).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have executed this Security Agreement as of the date first above written.

GRANTOR:

SYRACUSE CHINA COMPANY

By: 

Name: Jennifer Michele Jaffee

Title: Senior Vice President, General Counsel
and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007105 FRAME: 0924

MUFG UNION BANK, N.A., as Collateral Agent

By: 
Name: John McDevitt
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007105 FRAME: 0925

SCHEDULE A

U.S. Trademark Registrations and Applications

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	CAFÉ ROYAL	76390165	04/01/2002	2669056	12/31/2002
2.	REPETITION	76486090	01/27/2003	2826208	03/23/2004
3.	CASABLANCA	73232595	09/24/1979	1292327	08/28/1984
4.	CANTINA (FLATWARE)	76549685	09/22/2003	2881207	09/07/2004
5.	SYRACUSE	71083125	12/07/1914	104744	06/15/1915
6.	CANTINA	75291314	05/13/1997	2137547	02/17/1998
7.	SLEND A	78922665	07/05/2006	3393370	05/04/2008
8.	RESONATE	77907591	01/08/2010	3962821	05/17/2011
9.	ESQUIRE (FLATWARE)	78299758	09/12/2003	3105850	06/20/2006
10.	OCEAN SHORE	85852726	02/18/2013	4539303	05/17/2014