

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM		11/13/2020	Private Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5981138	GLASSOLOGY	
Registration Number:	2604930	ROYAL LEERDAM	
Registration Number:	2937638	ROYAL LEERDAM	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	212-836-7462		
Email:	Bryan.Kim@arnoldporter.com		
Correspondent Name:	Bryan H. Kim		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 2:	Arnold & Porter		
Address Line 4:	Washington, D.C. 20001-3743		
ATTORNEY DOCKET NUMBER:	1103477.00002		
NAME OF SUBMITTER:	Bryan H. Kim		
SIGNATURE:	/Bryan H. Kim/		
DATE SIGNED:	11/16/2020		
Total Attachments: 5			

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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 B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM, a Netherlands a private company with limited liability, located at Lingedijk 8 4142LD Leerdam, The Netherlands (the “Company”) in favor of Alter Domus (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”) on behalf of the Senior Credit Parties (as defined in the Credit Agreement (as defined below)) pursuant to the Term Loan 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 LLC, as borrower (the “Borrower”), LG Acquirer Holdco Inc., a Delaware corporation (“Holdings”), the Collateral Agent, Alter Domus (US) LLC, as administrative agent for the Lenders, and the Lenders party thereto and 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, Libbey Europe B.V. and any subsidiaries of the Borrower 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 Company pledged, collaterally assigned 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, the Company agrees, for the benefit of the Collateral Agent and the Senior Credit Parties, as follows:


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.
2. Grant of Security Interest. The Company hereby pledges, collaterally assigns and grants a security interest in 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 Senior Credit Parties to secure the prompt and complete payment and performance and observance 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).

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.
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.
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 as of the date first written above.

B.V. KONINKLIJKE NEDERLANDSCHE
GLASFABRIEK LEERDAM
as Grantor

By: 
Name: Jennifer Michele Jaffee
Title: Authorized Signatory

[Grant of Security Interest in Trademark Rights (B.V. Koninklijke Nederlandsche Glasfabriek
Leerdam)]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date first written above.

ALTER DOMUS (US) LLC, as Collateral Agent

By: 

Name: Joseph Matherly


Title: Associate Counsel

[Grant of Security Interest of Trademark Rights (B.V. Koninklijke Nederlandsche Glasfabriek Leerdam)]

TRADEMARK
REEL: 007107 FRAME: 0785

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks, Trade Names and Service Marks	Registration number	Status	Date of Registration	Exp. Date	Country
GLASSOLOGY	5293496	VALID	2017-09-26	2027-09-26	United States USPTO
GLASSOLOGY	5981138	VALID	2020-02-11		United States USPTO
ROYAL LEERDAM	2604930	VALID	2002-08-06	2022-08-06	United States USPTO
ROYAL LEERDAM 	2937638	VALID	2005-04-05	2025-04-05	United States USPTO