


Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office																														
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:																																		
<b>1. Name of conveying party(ies)/Execution Date(s):</b> <b>Syracuse China Company</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Delaware Corporation <input type="checkbox"/> Other  Citizenship _____ Execution Date(s) <u>June 16, 2006</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and Address of receiving party(ies)</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Merrill Lynch PCG, Inc.</u> Internal Address: _____ Street Address: <u>4 World Financial Center</u>  City: <u>New York</u> State: <u>NY</u> Country: <u>U.S.</u> Zip: <u>10080</u> <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____ <input type="checkbox"/> Limited Partnership – Citizenship _____ <input checked="" type="checkbox"/> Delaware Corporation <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.																															
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other _____																																		
<b>4. Application number(s) or registration number(s):</b> <table border="0"> <tr> <td style="width: 50%;">           A. Trademark Application No(s).             78725423            78299758         </td> <td style="width: 50%;">           B. Trademark Registration No(s).   <table border="0"> <tr><td>1395741</td><td>2678670</td><td>555636</td></tr> <tr><td>828539</td><td>1354101</td><td>834715</td></tr> <tr><td>1026786</td><td>1292327</td><td>104744</td></tr> <tr><td>827539</td><td>834330</td><td>798393</td></tr> <tr><td>1336722</td><td>1175252</td><td>1394908</td></tr> <tr><td>1452199</td><td>1394111</td><td>1394110</td></tr> <tr><td>2775359</td><td>833330</td><td>761336</td></tr> <tr><td>1472331</td><td>1394907</td><td>793642</td></tr> <tr><td>833680</td><td>833682</td><td>2137547</td></tr> </table> </td> </tr> </table> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						A. Trademark Application No(s).  78725423 78299758	B. Trademark Registration No(s).  <table border="0"> <tr><td>1395741</td><td>2678670</td><td>555636</td></tr> <tr><td>828539</td><td>1354101</td><td>834715</td></tr> <tr><td>1026786</td><td>1292327</td><td>104744</td></tr> <tr><td>827539</td><td>834330</td><td>798393</td></tr> <tr><td>1336722</td><td>1175252</td><td>1394908</td></tr> <tr><td>1452199</td><td>1394111</td><td>1394110</td></tr> <tr><td>2775359</td><td>833330</td><td>761336</td></tr> <tr><td>1472331</td><td>1394907</td><td>793642</td></tr> <tr><td>833680</td><td>833682</td><td>2137547</td></tr> </table>	1395741	2678670	555636	828539	1354101	834715	1026786	1292327	104744	827539	834330	798393	1336722	1175252	1394908	1452199	1394111	1394110	2775359	833330	761336	1472331	1394907	793642	833680	833682	2137547
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<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Evan G. Burnstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036-6522 Tel: (212) 735-2398 Fax: (917) 777-2398 evan.burnstein@skadden.com			<b>6. Total number of applications and registrations involved:</b> <u>47</u>																															
			<b>7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$1190.</u></b> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 374220/2188)																															
			<b>8. Payment Information</b> Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Sylvia Marquez</u>																															
<b>9. Signature.</b>  _____ Signature			<u>July 10, 2006</u> Date																															
Evan G. Burnstein Name of Person Signing			Total number of pages including cover sheet, and documents: <u>8</u>																															

CH \$1190.00 192385 78725423

B. Trademark Registration No(s).

2669056	833329
2669057	1055595
2826208	833328
3062978	1395740
827857	1395739
1070265	2698247
833681	1448544
828537	2881207
1444195	2982235

**GRANT OF THIRD LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF THIRD LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 16, 2006, is made by SYRACUSE CHINA COMPANY, a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of MERRILL LYNCH PCG, INC., a Delaware corporation (the "Initial Holder") in connection with the Indenture, dated as of June 16, 2006 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Libbey Glass Inc. (the "Issuer"), the Grantor, the other guarantors party thereto and the Initial Holder.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Indenture, the Issuer has issued its Senior Subordinated Pay-In-Kind Notes due 2011, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, collectively, the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Issuer and certain other guarantors, including the Grantor, have executed and delivered a Note Pledge and Security Agreement, dated as of June 16, 2006, in favor of the Initial Holder (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Initial Holder 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, the Grantor agrees, for the benefit of the Initial Holder, 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor 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 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 Initial Holder to secure payment, performance and observance of the Secured Obligations.

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 Initial Holder in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Initial Holder 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 Initial Holder with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the 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 Security Agreement, the terms of the Security Agreement shall govern.

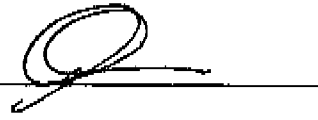
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16th day of June, 2006.

[Signatures appear on following page]

SYRACUSE CHINA COMPANY  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish.

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK  
REEL: 003344 FRAME: 0835

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York ) ss

On the 16th day of June, 2006, before me personally came Scott Sellick, who is personally known to me to be the VP and CFO of SYRACUSE CHINA COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~he is the VP and CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Ann K. Mallari  
Notary Public ANN K. MALLARI  
Notary Public, State of New York  
No. 00293001  
Qualifies in New York County  
Commission Expires July 6, 2006  
(PLACE STAMP AND SEAL ABOVE)

JUN-15-2006 18:14

MERRILL LYNCH

212 449 1154 P.02/03

MERRILL LYNCH PCG, INC.

By: *Neven Vidovic*  
Name: *NEVEN VIDOVIC*  
Title: *VIC PRESIDENT*

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK \_\_\_\_\_  
REEL: 003344 FRAME: 0837

## SCHEDULE A

## U.S. Trademark Registrations and Applications

Trademarks, Trade Names and Service Marks	Registration Number	Status	Date of Registration	Expiration Date	Country
ARDEN	1,395,741	REGISTERED	6/3/86	6/3/06	USA
CRESTVIEW	828,539	REGISTERED	5/9/67	5/9/07	USA
KING'S INN	1,026,786	REGISTERED	12/9/75	12/9/05	USA
CORDOVA	827,539	REGISTERED	4/18/67	4/18/07	USA
CINNAMON	1,336,722	REGISTERED	5/21/85	5/21/05	USA
CHANSON	1,452,199	REGISTERED	8/11/87	8/11/07	USA
CHABLIS (CHINA DINNERWARE)	2,775,359	REGISTERED	10/21/03	10/21/13	USA
BROOKLINE	1,472,331	REGISTERED	1/12/88	1/12/08	USA
AMY	833,680	REGISTERED	8/15/67	8/15/07	USA
COOL 'N ARTS	2678670	REGISTERED	1/21/03	1/21/13	USA
CRIMSON BLOSSOM	1,354,101	REGISTERED	8/13/85	8/13/05	USA
CASABLANCA	1,292,327	REGISTERED	8/28/84	8/28/14	USA
WEXFORD	834,330	REGISTERED	8/29/67	8/29/07	USA
PALOMINO	1,175,252	REGISTERED	10/27/81	10/27/11	USA
PATRICIAN	1,394,111	REGISTERED	5/20/86	5/20/06	USA
PONTCHARTRAIN	833,330	REGISTERED	8/8/67	8/8/07	USA
RICHLAND	1,394,907	REGISTERED	5/27/86	5/27/06	USA
ROUEN	833,682	REGISTERED	8/15/67	8/15/07	USA
SHENANGO	555,636	REGISTERED	3/4/52	3/4/12	USA
SUTTON	834,715	REGISTERED	9/5/67	9/5/07	USA
SYRACUSE	104,744	REGISTERED	6/15/15	6/15/15	USA
SYRALITE	798,393	REGISTERED	11/2/65	11/2/05	USA
OYSTER BAY	1,394,908	REGISTERED	5/27/86	5/27/06	USA
DEEPMADOW	1,394,110	REGISTERED	5/20/86	5/20/06	USA
TUXEDO GOLD	761,336	REGISTERED	12/10/63	12/10/13	USA
ESQUIRE	793,642	REGISTERED	8/3/65	8/3/05	USA
CANTINA	2,137,547	REGISTERED	2/17/98	2/17/08	USA
CAFÉ ROYAL	2,669,056	REGISTERED	12/31/02	12/31/12	USA
QUADRA	2,669,057	REGISTERED	12/31/02	12/31/12	USA
REPETITION	2,826,208	REGISTERED	3/23/04	3/23/14	USA
OCTET	3,062,978	REGISTERED	2/28/06	2/28/16	USA
TUO	827,857	REGISTERED	4/25/67	4/25/07	USA
MOON STONE	1,070,265	REGISTERED	7/26/77	7/26/07	USA
WOODSPRITE	833,681	REGISTERED	8/15/67	8/15/07	USA
LEMONT	828,537	REGISTERED	5/9/67	5/9/07	USA
MAYER	1,444,185	REGISTERED	6/23/87	6/23/07	USA
ME TOO	833,329	REGISTERED	8/8/67	8/8/07	USA
MESA GRANDE	1,055,595	REGISTERED	1/4/77	1/4/07	USA
GILD	833,328	REGISTERED	8/8/67	8/8/07	USA
MONTLYNN	1,395,740	REGISTERED	6/3/86	6/3/06	USA
OAKTON	1,395,739	REGISTERED	6/3/86	6/3/06	USA
EMINENCE	2,698,247	REGISTERED	3/18/03	3/18/13	USA
THE MINI GREAT PLATE	1,448,544	REGISTERED	7/21/87	7/21/07	USA
CANTINA (FLATWARE)	2,861,207	REGISTERED	9/7/04	9/7/14	USA
DURAFoot	78/725,423	APPLN FILED			USA
ESQUIRE	78/299,758	APPLN FILED			USA
SERRANO	2,982,235	REGISTERED	8/2/05	8/2/15	USA