

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:

1. Name of conveying party(ies)/Execution Date(s):
Libbey Glass Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Delaware Corporation
 Other

Citizenship _____

Execution Date(s) **June 16, 2006**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **Merrill Lynch PCG, Inc.**

Internal Address: _____

Street Address: **4 World Financial Center**

City: **New York**

State: **NY**

Country: **U.S.** Zip: **10080**

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Delaware Corporation

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78741473
78532158
78741449
78586296
78805067
78572284
78861587

B. Trademark Registration No(s).

2034784	2669104	1224292
2004783	2709190	2859370
2663143	2669061	2416702
2663144	2502645	2114155
2704223	2502646	2443873
2025945	2764560	2194064
2044121	2414453	2522992
2330497	1998419	1173311
1372622	2286310	2602220

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

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

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 1.21(h) and 3.41) \$1440.
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 374220/2188)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Sylvia Marquez**

9. Signature.


Signature

July 10, 2006

Date

Evan G. Burnstein

Name of Person Signing

Total number of pages including cover sheet, and documents:

9

CH \$1440.00 192385 78741473

B. Trademark Registration No(s).

2525778	1131831	1093807
1445212	1178202	2677813
2355388	1248379	2738740
849814	1564590	3077591
2884004	2889973	3069269
522529	2809251	
651483	2875403	
834728	2815596	
2366307	1193209	

**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 LIBBEY GLASS INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Issuer"), 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 the Issuer, the guarantors party thereto and the Initial Holder.

WITNESSETH:

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 has 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 Issuer pledged and granted to the Initial Holder a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Issuer 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 Issuer 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 Issuer 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 Issuer'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 Issuer 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 Issuer 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]

LIBBEY GLASS INC.

as Issuer

By: 

Name:

Title:

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK

REEL: 003345 FRAME: 0411

ACKNOWLEDGMENT OF ISSUER

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 LIBBEY GLASS INC., 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. 6156004
Qualified in New York County
Commission Expires July 5, 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 Vidugic*
Name: *NEVEN VIDUGIC*
Title: *VICE PRESIDENT*

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK _____
REEL: 003345 FRAME: 0413

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademarks, Trade Names and Service Marks</u>	<u>Registration Number</u>	<u>Status</u>	<u>Date of Registration</u>	<u>Expiration Date</u>	<u>Country</u>
FUNDAMENTALS	2,034,784	REGISTERED	2/4/97	2/4/07	USA
JEWEL	2,004,783	REGISTERED	10/1/96	10/1/06	USA
PERCEPTION	2,663,143	REGISTERED	12/17/02	12/17/12	USA
NOB HILL	2,663,144	REGISTERED	12/17/02	12/17/12	USA
GOVERNOR CLINTON	2,704,223	REGISTERED	4/8/03	4/8/13	USA
DAKOTA	2,025,945	REGISTERED	12/24/96	12/24/06	USA
STATUS	2,044,121	REGISTERED	3/11/97	3/11/07	USA
PRISM (GLASSWARE)	2,330,497	REGISTERED	3/21/00	3/21/10	USA
SYMMETRY	1,372,622	REGISTERED	11/26/85	11/26/05	USA
QUANTUM (FLATWARE)	2,669,104	REGISTERED	12/31/02	12/31/12	USA
GIBRALTAR (FLATWARE)	2,709,190	REGISTERED	4/22/03	4/22/13	USA
CATALINA	2,669,061	REGISTERED	12/31/02	12/31/12	USA
E-SERIES	78741,473	APPLN FILED			USA
RESTAURANT BASICS (DINNERWARE)	2,502,645	REGISTERED	10/30/01	10/30/11	USA
RESTAURANT BASICS (FLATWARE)	2,502,646	REGISTERED	10/30/01	10/30/11	USA
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/13	USA
EVERY DAY, EVERY WAY	2,414,453	REGISTERED	12/19/00	12/19/10	USA
LIFESTYLES	1,998,419	REGISTERED	9/3/96	9/3/06	USA
LIBBEY.COM	2,286,310	REGISTERED	10/12/99	10/12/09	USA
GIBRALTAR	1,224,292	REGISTERED	1/18/83	1/18/13	USA
CLUBHOUSE COLLECTION	2,859,370	REGISTERED	7/6/04	7/6/14	USA
MAIN STREET VILLAGE PINES COLLECTION	2,416,702	REGISTERED	1/2/01	1/2/11	USA
FACETS	2,443,873	REGISTERED	11/18/97	11/18/07	USA
CREATIVE ACCENTS	2,194,064	REGISTERED	4/17/01	4/17/11	USA
GENUINE LIBBEY	2,522,992	REGISTERED	10/6/98	10/6/08	USA
CHIVALRY WHAT'S COOKIN? (BAKEWARE)	2,522,992	REGISTERED	12/25/01	12/25/11	USA
QUANTUM (GLASSWARE)	1,173,311	REGISTERED	10/13/81	10/13/11	USA
MALIBU	2,602,220	REGISTERED	7/30/02	7/30/12	USA
GIBRALTAR (DINNERWARE)	2,525,778	REGISTERED	1/1/02	1/1/12	USA
SHEER RIM AND DESIGN	1,445,212	REGISTERED	6/30/87	6/30/07	USA
BRAVURA	2,355,388	REGISTERED	6/6/00	6/6/10	USA
SAFEDGE	849,814	REGISTERED	5/28/68	5/28/08	USA
L IN CIRCLE	2,884,004	REGISTERED	9/14/04	9/14/14	USA
LIBBEY	522,529	REGISTERED	3/21/50	3/21/10	USA
2000 (GLASSWARE)	651,483	REGISTERED	9/10/97	9/10/07	USA
DURATUFF	834,728	REGISTERED	9/5/67	9/5/07	USA
EMBASSY	2,366,307	REGISTERED	7/11/00	7/11/10	USA
BOLLA GRANDE	1,131,831	REGISTERED	3/11/80	3/11/10	USA
VIVA GRANDE	1,178,202	REGISTERED	11/17/81	11/17/11	USA
TIKIWARE	1,248,379	REGISTERED	8/16/83	8/16/13	USA
OMEGA	1,564,590	REGISTERED	11/7/89	11/7/09	USA
KEGGER (GLASSWARE)	2,889,973	REGISTERED	9/28/04	9/28/14	USA
	2,809,251	REGISTERED	1/27/04	1/27/14	USA
	78/532158	APPLN FILED			USA

MARGARINI	2,875,403	REGISTERED	8/17/04	8/17/14	USA
E-COLLECTION	78/741,449	APPLN FILED			USA
VENUS	2,815,596	REGISTERED	2/17/04	2/17/14	USA
FINEDGE	1,183,209	REGISTERED	4/6/82	4/6/12	USA
FIESTA GRANDE	1,093,807	REGISTERED	6/20/78	6/20/08	USA
QUANTUM (DINNERWARE)	2,677,813	REGISTERED	1/21/03	1/21/13	USA
PRISM (DINNERWARE)	2,738,740	REGISTERED	7/15/03	7/15/13	USA
POLYTUFF	3,077,591	REGISTERED	4/4/06	4/4/16	USA
RESTAURANT SUPPLIES TO GO	78/586,286	APPLN FILED			USA
SATIN GIBRALTAR	3,069,269	REGISTERED	3/14/06	3/14/16	USA
WINE MASTER	78/805,067	APPLN FILED			USA
ENDEAVOR	78/572,284	APPLN FILED			USA
SPIRIT MASTER	78/861,587	APPLN FILED			USA