

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syracuse China Company, as Grantor		04/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	1615 Brett Road, Building III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2669056	CAFE ROYAL
Registration Number:	2826208	REPETITION
Registration Number:	1292327	CASABLANCA
Registration Number:	2881207	CANTINA
Registration Number:	1336722	CINNAMON
Registration Number:	104744	SYRACUSE
Registration Number:	798393	SYRALITE
Registration Number:	1026786	KING'S INN
Registration Number:	1394111	PATRICIAN
Registration Number:	1394908	OYSTER BAY
Registration Number:	1395741	ARDEN
Registration Number:	1395740	MONTLYNN
Registration Number:	1395739	OAKTON
Registration Number:	1055595	MESA GRANDE
Registration Number:	2137547	CANTINA
Registration Number:	3393370	SLEND A
Registration Number:	3670425	TANGULAR
Registration Number:	3962821	RESONATE
Registration Number:	3105850	ESQUIRE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com**Correspondent Name:** Ken Tan, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindel LLP**Address Line 4:** New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
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SIGNATURE:	/Marina Kelly, Thomson Reuters /
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DATE SIGNED:	04/15/2014
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Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 9, 2014 is made by SYRACUSE CHINA COMPANY, a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of Citibank, N.A., as collateral agent (the "Collateral Agent") on behalf of the Senior Credit Parties (as defined in the Credit Agreement (as defined below)) pursuant to the Senior Secured 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 Inc., a Delaware corporation (the "Borrower"), Libbey Inc., a Delaware corporation ("Holdings"), the Collateral Agent, Citibank, N.A., as administrative agent for the Lenders, and the Lenders party thereto.

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 Grantor, the Borrower, Holdings and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of April 9, 2014, 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 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 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, Grantor agrees, for the benefit of the Collateral Agent and the Senior Credit 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 and the Pledge and 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 Collateral Agent for the benefit of the Collateral Agent and the Senior Credit Parties 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 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.

SECTION 4. Acknowledgment. The Grantor 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.

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 9th day of April, 2014.

SYRACUSE CHINA COMPANY
as Grantor

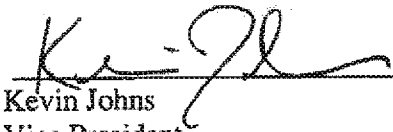
By: Kenneth A. Boerger
Name: Kenneth A. Boerger
Title: Vice President and Treasurer

[Grant of Security Interest in Trademark Rights (Syracuse China Company)]

TRADEMARK
REEL: 005260 FRAME: 0525

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 9th day of April, 2014.

CITIBANK, N.A., as Collateral Agent

By: 
Name: Kevin Johns
Title: Vice President

[Grant of Security Interest in Trademark Rights (Syracuse China Company)]

TRADEMARK
REEL: 005260 FRAME: 0526

SCHEDULE A

U.S. Trademark Registrations and Applications

CAFÉ ROYAL	2669056	REGISTERED	12/31/02	12/31/12	USA
REPETITION	2826208	REGISTERED	3/23/04	3/23/14	USA
CASABLANCA	1,292,327	REGISTERED	8/28/84	8/28/14	USA
CANTINA (FLATWARE)	2881207	REGISTERED	9/7/04	9/7/14	USA
CINNAMON	1,336,722	REGISTERED	5/21/85	5/21/15	USA
SYRACUSE	104,744	REGISTERED	6/15/15	6/15/15	USA
SYRALITE	798,393	REGISTERED	11/2/65	11/2/15	USA
KING'S INN	1,026,786	REGISTERED	12/9/75	12/9/15	USA
PATRICIAN	1,394,111	REGISTERED	5/20/86	5/20/16	USA
OYSTER BAY	1,394,908	REGISTERED	5/27/86	5/27/16	USA
ARDEN	1,395,741	REGISTERED	6/3/86	6/3/16	USA
MONTLYNN	1,395,740	REGISTERED	6/3/86	6/3/16	USA
OAKTON	1,395,739	REGISTERED	6/3/86	6/3/16	USA
MESA GRANDE	1,055,595	REGISTERED	1/4/77	1/4/17	USA
CANTINA	2,137,547	REGISTERED	2/17/98	2/17/18	USA
SLEENDA	3393370	REGISTERED	3/4/08	3/4/18	USA
TANGULAR	3670425	REGISTERED	8/18/09	8/18/19	USA
RESONATE	3962821	REGISTERED	5/17/2011	5/17/2021	USA
ESQUIRE (FLATWARE)	3105850	REGISTERED	6/20/06	6/20/16	USA