

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		11/13/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Libbey Glass Inc.
Street Address:	300 Madison Avenue
City:	TOLEDO
State/Country:	OHIO
Postal Code:	43604
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1131831	DURATUFF
Registration Number:	0522529	SAFEDGE
Registration Number:	2330497	PRISM
Registration Number:	1173311	CHIVALRY
Registration Number:	1178202	EMBASSY
Registration Number:	1193209	FINEDGE
Registration Number:	2663144	NOB HILL
Registration Number:	2669061	CATALINA
Registration Number:	2669104	QUANTUM
Registration Number:	1224292	GIBRALTAR
Registration Number:	2704223	GOVERNOR CLINTON
Registration Number:	2709190	GIBRALTAR
Registration Number:	1248379	BOLLA GRANDE
Registration Number:	2764560	RESTAURANT BASICS
Registration Number:	3687479	RESTAURANT SUPPLIES TO GO
Registration Number:	2815596	VENUS
Registration Number:	2025945	DAKOTA
Registration Number:	2044121	STATUS
Registration Number:	0834728	LIBBEY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0651483	L
Registration Number:	0849814	SHEER RIM
Registration Number:	1093807	FIESTA GRANDE
Registration Number:	2286310	LIBBEY.COM
Registration Number:	4146781	OMEGA
Registration Number:	4234810	BRIOSSA
Registration Number:	4273056	FIZZAZZ
Registration Number:	4251177	PUEBLA
Registration Number:	4269781	ALTITUDE
Registration Number:	4401762	GIBRALTAR TWIST
Registration Number:	4462652	SET FOR SUCCESS
Registration Number:	4667014	BRAVURA
Registration Number:	4667015	PERCEPTION
Registration Number:	4814841	INFINIUM
Registration Number:	4831847	OPTIVA
Registration Number:	5151516	GLASS MASTER
Registration Number:	4856891	PERFECT SIGNATURE
Registration Number:	4852720	MASTER'S RESERVE
Registration Number:	5060537	CLEARFIRE
Registration Number:	5142653	L LIBBEY
Registration Number:	5142654	L
Registration Number:	5012562	JUST INDULGE
Registration Number:	5121079	LIBBEY SIGNATURE
Registration Number:	5106821	AMERICAN MADE LUXURY

CORRESPONDENCE DATA

Fax Number: 2029425999

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.

Phone: 202-942-5000

Email: trademarkdocketing@arnoldporter.com

Correspondent Name: Bryan H. Kim

Address Line 1: 601 Massachusetts Ave, NW

Address Line 2: IP Docketing

Address Line 4: Washington, D.C. 20001-3743

NAME OF SUBMITTER: Bryan H. Kim

SIGNATURE: /Bryan H. Kim/

DATE SIGNED: 11/16/2020

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 13, 2020 (the “Release”), is made by Cortland Capital Market Services LLC, in its capacity as Collateral Agent and on behalf of the Secured Parties (the “Agent”), in favor of Libbey Glass Inc., a Delaware corporation (“Grantor”). Capitalized terms not defined herein shall have the meaning ascribed to them in each Trademark Security Agreement, as applicable.

WITNESSETH

WHEREAS, pursuant to the Pledge and Security Agreement, dated April 9, 2014 (as may have been amended, restated supplemented or otherwise modified from time to time, the “Security Agreement”), between the Grantor, certain other parties, and Citibank, N.A. (the “Original Collateral Agent”), the Grantor executed and delivered (i) a Grant of Security Interest in Trademark Rights, dated April 9, 2014, which was recorded with the U.S. Patent and Trademark Office on April 15, 2014 at Reel/Frame 5260/0500, (ii) a First Amendment to Grant of Security Interest in Trademark Rights, dated August 27, 2015, which was recorded with the U.S. Patent and Trademark Office on December 6, 2017 at Reel/Frame 6221/0702, and (iii) a Second Amendment to Grant of Security Interest in Trademark Rights, dated December 7, 2017, which was recorded with the U.S. Patent and Trademark Office on December 7, 2017 at Reel/Frame 6223/0459 (each a “Trademark Security Agreement,” and together the “Trademark Security Agreements”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreements, the Grantor pledged and granted a continuing security interest in, and a right of setoff against, and agreed 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 (the “Security Interest”) all of the Grantor’s right, title and interest in, to and under the Trademarks, including, without limitation, those items listed on Schedule I hereto (the “Trademark Collateral”);

WHEREAS, on April 29, 2020, the Original Collateral Agent resigned as collateral agent and was succeeded by the Agent, and in connection therewith, the Original Collateral Agent assigned the Trademark Security Agreements and the Security Interest in the Trademark Collateral to the Agent pursuant to a Trademark Security Interest Assignment Agreement, dated April 29, 2020, and recorded in the US Patent and Trademark Office on May 1, 2020 at Reel 6928/Frame 0334;

WHEREAS, the credit facility referred to in the Security Agreement has been terminated and the Grantor has requested that the Agent enter into this Release in connection with the termination of the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby (i) releases the Security Interest in the Trademark Collateral, (ii) terminates the Trademark Security Agreements, and (iii) if and to the extent the Agent has acquired any right, title or interest in, to or under the Trademark Collateral, re-assigns to Grantor any right, title and interest it has in to and under the Trademark Collateral, in each case without representation, warranty or recourse.

This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

CORTLAND CAPITAL MARKET
SERVICES LLC,
as Collateral Agent

By: 

Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE I

LIBBEY GLASS INC.
(Delaware corporation)

U.S. Trademarks and Trademark Applications

Citibank, N.A. trademark security interest recorded at Reel 5260 / Frame 0500

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	DURATUFF	73188867	10/10/1978	1131831	03/11/1980
2.	SAFEDGE	71539840	07/15/1947	522529	03/21/1950
3.	PRISM (GLASSWARE)	75194303	10/22/1996	2330497	03/21/2000
4.	CHIVALRY	73260123	4/28/1980	1173311	10/13/1981
5.	EMBASSY	73260122	04/28/1980	1178202	11/17/1981
6.	FINEDGE	73259926	04/28/1980	1193209	04/06/1982
7.	NOB HILL	76388641	03/27/2002	2663144	12/17/2002
8.	CATALINA	76390206	03/29/2002	2669061	12/31/2002
9.	QUANTUM (FLATWARE)	76394802	04/12/2002	2669104	12/31/2002
10.	GIBRALTAR	73259925	04/28/1980	1224292	01/18/1983
11.	GOVERNOR CLINTON	76390303	03/29/2002	2704223	04/08/2003
12.	GIBRALTAR (FLATWARE)	76425497	06/25/2002	2709190	04/22/2003
13.	BOLLA GRANDE	73260101	04/28/1980	1248379	08/16/1983
14.	RESTAURANT BASICS (GLASSWARE)	75723944	06/08/1999	2764560	09/16/2003
15.	RESTAURANT SUPPLIES TO GO	78586296	03/14/2005	3687479	09/22/2009
16.	VENUS	76434968	07/25/2002	2815596	02/17/2004
17.	DAKOTA	74616403	12/29/1994	2025945	12/24/1996
18.	STATUS	74521727	05/02/1994	2044121	03/11/1997
19.	LIBBEY	72243890	04/20/1966	834728	09/05/1967



	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
20.	L IN CIRCLE	72014356	08/21/1956	651483	09/10/1957
21.	SHEER RIM AND DESIGN	72257264	10/26/1966	849814	05/28/1968
22.	FIESTA GRANDE	73124600	04/28/1977	1093807	06/20/1978
23.	LIBBEY.COM	75367875	10/03/1997	2286310	10/12/1999
24.	OMEGA	85479741	11/23/2011	4146781	05/23/2012
25.	BRIOSSA	85337442	06/03/2011	4234810	10/30/2012
26.	FIZZAZZ	85424819	09/16/2011	4273056	01/08/2013
27.	PUEBLA	85424874	09/16/2011	4251177	11/27/2012
28.	ALTITUDE	85570722	05/15/2012	4269781	01/01/2013
29.	GIBRALTAR TWIST	85781412	11/16/2012	4401762	09/10/2013
30.	SET FOR SUCCESS	85945174	05/29/2013	4462652	01/07/2014

Citibank, N.A. trademark security agreement (First Amendment) recorded at Reel 6221 / Frame 0702

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	BRAVURA	86293018	05/28/2014	4667014	01/06/2015
2.	PERCEPTION	86293032	05/28/2014	4667015	01/06/2015
3.	INFINIUM	86475371	12/09/2014	4814841	09/15/2015
4.	OPTIVA	86560085	03/11/2015	4831847	10/13/2015

Citibank, N.A. trademark security agreement (Second Amendment) recorded at Reel 6223 / Frame 0459

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	GLASS MASTER	86211350	03/05/2014	5151516	02/28/2017
2.	PERFECT SIGNATURE	86509819	01/21/2015	4856891	11/17/2015
3.	MASTER'S RESERVE	86529710	02/10/2015	4852720	11/10/2015
4.	CLEARFIRE	86675724	06/16/2015	5060537	10/11/2016

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
5.	LIBBEY & Design 	86745022	09/02/2015	5142653	02/14/2017
6.	L & Design 	86745031	09/02/2015	5142654	02/14/2017
7.	JUST INDULGE	86851961	12/17/2015	5012562	08/02/2016
8.	LIBBEY SIGNATURE	86919304	02/25/2016	5121079	01/10/2017
9.	AMERICAN MADE LUXURY	86950267	03/23/2016	5106821	12/20/2016