

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIBBEY GLASS LLC		11/13/2020	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: 44			
Property Type	Number	Word Mark	
Serial Number:	73188867	DURATUFF	
Serial Number:	71539840	SAFEDGE	
Serial Number:	75194303	PRISM	
Serial Number:	73260123	CHIVALRY	
Serial Number:	73260122	EMBASSY	
Serial Number:	73259926	FINEDGE	
Serial Number:	76388641	NOB HILL	
Serial Number:	76390206	CATALINA	
Serial Number:	76394802	QUANTUM	
Serial Number:	73259925	GIBRALTAR	
Serial Number:	76390203	GOVERNOR CLINTON	
Serial Number:	76425497	GIBRALTAR	
Serial Number:	73260101	BOLLA GRANDE	
Serial Number:	75723944	RESTAURANT BASICS	
Serial Number:	76434968	VENUS	
Serial Number:	74616403	DAKOTA	
Serial Number:	72243890	LIBBEY	
Serial Number:	72014356	L	
Serial Number:	72257264	SHEER RIM	

CH \$1115.00 73188867

Property Type	Number	Word Mark
Serial Number:	73124600	FIESTA GRANDE
Serial Number:	75367875	LIBBEY.COM
Serial Number:	85479741	OMEGA
Serial Number:	85337442	BRIOSSA
Serial Number:	85424819	FIZZAZZ
Serial Number:	85424874	PUEBLA
Serial Number:	85570722	ALTITUDE
Serial Number:	85781412	GIBRALTAR TWIST
Serial Number:	86293018	BRAVURA
Serial Number:	86293032	PERCEPTION
Serial Number:	86475371	INFINIUM
Serial Number:	86560085	OPTIVA
Serial Number:	86211350	GLASS MASTER
Serial Number:	86509619	PERFECT SIGNATURE
Serial Number:	86529710	MASTER'S RESERVE
Serial Number:	86675724	CLEARFIRE
Serial Number:	86745022	L LIBBEY
Serial Number:	86745031	L
Serial Number:	86851961	JUST INDULGE
Serial Number:	86919304	LIBBEY SIGNATURE
Serial Number:	86950267	AMERICAN MADE LUXURY
Serial Number:	87831632	ADULTING
Serial Number:	87831502	PROLOGUE
Serial Number:	88454608	CLEARFIRE
Serial Number:	87064451	URBAN STORY

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: 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

NAME OF SUBMITTER:	Bryan H. Kim
SIGNATURE:	/Bryan H. Kim/
DATE SIGNED:	11/16/2020

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 November 13, 2020, is made by LIBBEY GLASS LLC, a Delaware limited liability company, located at 300 Madison Avenue, Toledo, Ohio 43604 (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 the Company, as 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).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, Holdings and any subsidiaries 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:

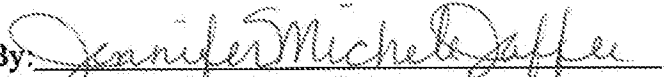
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement.
2. Grant of Security Interest. The Company 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 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.

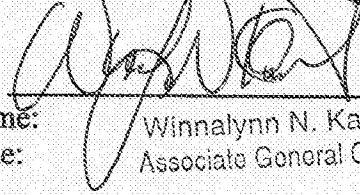
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

LIBBEY GLASS LLC
as Grantor

By: 
Name: Jennifer Michele Jaffee
Title: Senior Vice President, General Counsel and Secretary

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: Winnalynn N. Kantaris
Title: Associate General Counsel

{Grant of Security Interest of Trademark Rights (Libbey Glass LLC)}

SCHEDULE A

U.S. Trademark Registrations and Applications

	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	0522529	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	76390203	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.	VENUS	76434968	07/25/2002	2815596	02/17/2004
16.	DAKOTA	74616403	12/29/1994	2025945	12/24/1996
17.	LIBBEY	72243890	04/20/1966	0834728	09/05/1967
18.	L IN CIRCLE	72014356	08/21/1956	0651483	09/10/1957
19.	SHEER RIM AND DESIGN	72257264	10/26/1966	0849814	05/28/1968
20.	FIESTA GRANDE	73124600	04/28/1977	1093807	06/20/1978
21.	LIBBEY.COM	75367875	10/03/1997	2286310	10/12/1999
22.	OMEGA	85479741	11/23/2011	4146781	05/22/2012
23.	BRIOSSA	85337442	06/03/2011	4234810	10/30/2012
24.	FIZZAZZ	85424819	09/16/2011	4273056	01/08/2013
25.	PUEBLA	85424874	09/16/2011	4251177	11/27/2012

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
26.	ALTITUDE	85570722	05/15/2012	4269781	01/01/2013
27.	GIBRALTAR TWIST	85781412	11/16/2012	4401762	09/10/2013
28.	BRAVURA	86293018	05/28/2014	4667014	01/06/2015
29.	PERCEPTION	86293032	05/28/2014	4667015	01/06/2015
30.	INFINIUM	86475371	12/09/2014	4814841	09/15/2015
31.	OPTIVA	86560085	03/11/2015	4831847	10/13/2015
32.	GLASS MASTER	86211350	03/05/2014	5151516	02/28/2017
33.	PERFECT SIGNATURE	86509619	01/21/2015	4856891	11/17/2015
34.	MASTER'S RESERVE	86529710	02/10/2015	4852720	11/10/2015
35.	CLEARFIRE	86675724	06/16/2015	5060537	10/11/2016
36.	LIBBEY & Design 	86745022	09/02/2015	5142653	02/14/2017
37.	L & Design 	86745031	09/02/2015	5142654	02/14/2017
38.	JUST INDULGE	86851961	12/17/2015	5012562	08/02/2016
39.	LIBBEY SIGNATURE	86919304	02/25/2016	5121079	01/10/2017
40.	AMERICAN MADE LUXURY	86950267	03/23/2016	5106821	12/20/2016
41.	ADULTING	87831632	03/13/2018	5699090	3/12/2019
42.	PROLOGUE	87831502	03/13/2018	5597610	10/30/2018
43.	CLEARFIRE and Design 	88454608	03/13/2019	5969291	01/21/2020
44.	URBAN STORY	87064451	6/8/2016	5397197	02/06/2018