

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Josiah Wedgwood & Sons Limited		11/26/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Barclays Bank plc.
Street Address:	54 Lombard Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC3P 3AH
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	965544	ADAMS
Registration Number:	2051931	BIZARRE
Registration Number:	2015095	CLARICE CLIFF
Registration Number:	2027868	COALPORT
Registration Number:	892455	COALPORT
Registration Number:	2051700	
Registration Number:	2379411	F
Registration Number:	323685	FRANCISCAN
Registration Number:	586945	FRANCISCAN
Registration Number:	720858	FRANCISCAN
Registration Number:	889066	FRANCISCAN
Registration Number:	2594021	FURNIVALS
Registration Number:	1049614	JOHNSON BROS
Registration Number:	2117047	
Registration Number:	1671793	DESERT ROSE

CH \$465.00 965544

Registration Number:	889059	DESERT ROSE
Registration Number:	2340042	
Serial Number:	76492823	

CORRESPONDENCE DATA

Fax Number: (212)425-5288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: tmdocketny@kenyon.com
 Correspondent Name: Gregg A. Paradise, Esq.
 Address Line 1: One Broadway
 Address Line 4: New York, NEW YORK 10004

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:

Gregg A. Paradise, Esq.

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 26th day of November, 2003, by and between Josiah Wedgwood & Sons Limited, a corporation registered in England with company number 00613288, with a principal place of business at Barlaston, Stoke on Trent, Staffordshire ST12 9ES, England, United Kingdom ("Grantor"), and Barclays Bank plc, a corporation with a principal place of business at 54 Lombard St., London EC3P 3AH United Kingdom ("Secured Party"). Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Grantor is the owner of the trademarks set forth in Exhibit "A" attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Security Agreement among the Parties hereto and certain additional parties, effective 26 November 2003 (the "Security Agreement"), Grantor has granted to Secured Party, as Security Trustee for the Finance Parties (as such terms are defined in the Security Agreement), a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Grantor's grant to Secured Party of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grantor hereby grants to the Secured Party, for the benefit of the Finance Parties, and the Secured Party hereby accepts from the Grantor, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in Exhibit "A" hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolised by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks;

(iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party for the benefit of the Finance Parties in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.

8. This Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 26th day of November, 2003.

Dated: 26/11/2003

By: RA Barnes
Name: RENEE BARNES
Title: DIRECTOR

Dated: 26 November '03

By: 

Name: FRANK M ROGERS

Title: DIRECTOR, BARCLAYS Bank PLC.

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TRADEMARK

REEL: 002761 FRAME: 0376

EXHIBIT A**JOSIAH WEDGWOOD & SONS LIMITED****TRADE MARKS**

Mark	Application/ Registration No.	Application/ Registration Date	Class	Status
ADAMS	965544	08/07/73	21	REGISTERED
BIZARRE	2051931	04/15/97	21	REGISTERED
CLARICE CLIFF	2015095	11/12/96	21	REGISTERED
COALPORT	2027868	12/31/96	20	REGISTERED
COALPORT	892455	06/09/70	21	REGISTERED
DESERT ROSE	1671793	01/14/92	24	REGISTERED
DESERT ROSE	889059	04/07/70	21	REGISTERED
DESERT ROSE DESIGN	2340042	04/11/00	21	REGISTERED
EMBOSSSED DISH PATTERN DESIGN	76/492,823	02/26/03	21	PENDING
EMBOSSSED DISH PATTERN DESIGN	2117047	11/25/97	21	REGISTERED
EMBOSSSED SHAPE	2051700	04/08/97	21	REGISTERED
F LOGO	2379411	08/22/00	21	REGISTERED
FRANCISCAN	323685	04/30/35	21	REGISTERED
FRANCISCAN	586945	03/16/54	21	REGISTERED
FRANCISCAN	720858	09/05/61	19	REGISTERED
FRANCISCAN	889066	04/07/70	21	REGISTERED
FURNIVALS	2594021	07/16/02	21	REGISTERED
JOHNSON BROS	1049614	10/05/76	21	REGISTERED

Mark	Application/ Registration No.	Application/ Registration Date	Class	Status
JOHNSON BROTHERS	1678584	03/10/92	24	REGISTERED
LA TOQUE	78/037990	12/06/00	21	REGISTERED
NAPOLEON IVY	965543	08/07/73	21	REGISTERED
SARAH'S GARDEN	76/213341	02/21/01	21	PENDING
WHAT INSPIRES YOU	78/244,269	05/01/03	08, 14, 20, 21, 24	PENDING