

03-21-2005



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To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3.1705

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

ROYAL DOULTON (UK) LIMITED

- Individual(s)
- General Partnership
- Corporation-State \_\_\_\_\_
- Other: \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) of England and Wales

Execution Date(s) March 3, 2005

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: WACHOVIA BANK, NATIONAL ASSOCIATION

Internal Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: USA

Zip: 10036

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other \_\_\_\_\_  Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

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OPR/FINANCE

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Exhibit A Attached

B. Trademark Registration No. (s) See Exhibit A attached

1375510

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-684-6104

Email Address: pcappello@oshr.com

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$940.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature:

Preston R. Cappello  
Signature

March 15, 2005  
Date

Preston R. Cappello  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/18/2005 6TOM11 00000033 1375510

01 FC:8521 40.00 OP  
02 FC:8522 900.00 OP

## EXHIBIT A

Mark	Application/ Registration no.
Bunnykins	1375510
Bunnykins	2163093
Bunnykins	2632476
Bunnykins	2277604
Bunnykins	2270917
Bunnykins and Device	583473
Classique	2287088
Doulton	2369515
Doultonville	1350686
Haddon Hall	1681237
Hug-a-Mug	1239482
Lambethware	1320781
Minton Founded 1973	444177
Minton	444254
Minton	427236
Old Country Roses	2815222
Old Country Roses	2255565
Old Country Roses (pattern)	2179801
Paragon	860071
Reflections	1477726
Royal Albert	821127
Royal Albert	1096041
Royal Doulton	1488495
Royal Doulton	2784525
Royal Doulton	2421993
Royal Doulton	1001784
Royal Doulton	2753325
Royal Doulton Images	1225095
Royal Doulton Lion,	50411

<b>Mark</b>	<b>Application/ Registration no.</b>
Crown and 4D's Device	
Sentiments	2283803
St Andrews	2636281
Royal Doulton	2861164
Doulton	78339948
Fusion	78171187
Old Country Roses	78203713
Royal Doulton & Design	76223737
Bunnykins	75266959

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 3 day of March, 2005 by and between Royal Doulton (UK) Limited, a company incorporated and registered in England and Wales with company number 58357, whose registered office is at Sir Henry Doulton House, Forge Lane, Etruria, Stoke-On-Trent, Staffordshire ST1 5NN, United Kingdom ("Grantor"), and Wachovia Bank, National Association, a corporation with a principal place of business at 1133 Avenue of the Americas, New York, New York 10036, as successor in interest to Burdale Financial Limited ("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 Deed of Debenture, dated September 30, 2004 among the Parties hereto and certain additional parties, (the "Security Agreement"), Grantor has granted to Secured Party, as Agent for the Creditors (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 Creditors, 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 symbolized by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks; and

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(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 Creditors 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 supersedes 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.

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IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereto duly authorized on the 3 day of March, 2005.

ROYAL DOULTON (UK) LIMITED

Dated: March 3, 2005

By: Michael Parks  
Name:  
Title:

WACHOVIA BANK, NATIONAL  
ASSOCIATION,  
successor interest to Burdalc Financial Limited

Dated: March 3, 2005

By: David Lee  
Name: DAVE LEE  
Title: VICE PRESIDENT

## EXHIBIT A

Mark	Application/ Registration no.	Renewal Date	Class	Status
Bunnykins	1375510	17.12.2005	08	Registered
Bunnykins	2163093	09.06.2008	14, 28	Registered
Bunnykins	2632476	08.10.2008	20	Registered
Bunnykins	2277604	14.09.2009	30	Registered
Bunnykins	2270917	17.08.2009	24, 25	Registered
Bunnykins and Device	583473	08.12.2013	30	Registered
Classique	2287088	19.10.2009	20	Registered
Doulton	2369515	18.07.2000	3	Registered
Doultonville	1350686	23.07.2005	21	Registered
Haddon Hall	1681237	31.03.2002	21	Registered
Hug-a-Mug	1239482	24.05.2013	21	Registered
Lambethware	1320781	19.02.2005	21	Registered
Minton Founded 1973	444177	28.08.2010	30	Registered
Minton	444254	03.10.2010	20	Registered
Minton	427236	04.02.2007	30	Registered
Old Country Roses	2815222	17.02.2010	24	Registered
Old Country Roses	2255565	22.06.2005	21	Registered
Old Country Roses (pattern)	2179801	11.08.2008	21	Registered
Paragon	860071		21	Registered
Reflections	1477726	23.02.2008	21	Registered
Royal Albert	821127		21	Registered
Royal Albert	1096041	11.07.2008	21	Registered
Royal Doulton	1488495	17.05.2008	21	Registered
Royal Doulton	2784525	18.11.2009	27	Registered
Royal Doulton	2421993	16.01.2007	21	Registered
Royal Doulton	1001784	14.01.2005	21	Registered
Royal Doulton	2753325	19.08.2013	24	Registered
Royal Doulton Images	1225095	25.01.2013	21	Registered

Mark	Application/ Registration no.	Renewal Date	Class	Status
Royal Doulton Lion, Crown and 4D's Device	50411	13.03.2006	30	Registered
Sentiments	2283803	05.10.2009	21	Registered
St Andrews	2636281	15.10.2008	21	Registered
Royal Doulton	2861164		21	Registered
Doulton	78339948		11	Application
Fusion	78171187		11, 21, 24	Application
Old Country Roses	78203713		24	Application
Royal Doulton & Design	76223737		9, 14, 16, 20, 30	Application
Bunnykins	75266959		16	Application