

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

82005-145

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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.

**1. Name of conveying party(ies):**

Royal Doulton (UK) Limited

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other England and Wales Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 20, 2005

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as agent

Internal

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

Street Address: 335 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Association Citizenship \_\_\_\_\_
- 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)

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:**

36

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 915**

- 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 232428

Authorized User Name Laura Konrath

**9. Signature:**

  
Signature  
Name of Person Signing

2/1/06  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$915.00 232428 78339948

Continuation  
Item 4

ROYAL DOULTON (UK) LIMITED  
TRADEMARKS

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		21	Registered
Haddon Hall	1681237		21	Registered
Hug-a-Mug	1239482	24.05.2013	21	Registered
Lambethware	1320781		21	Registered
Minton Founded 1973	444177	28.08.2010	20	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	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
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	2984885	28.05.2009	11, 21, 24	Registered
Old Country Roses	78203713		24	Application
Royal Doulton & Design	76223737		9, 14, 16, 20, 30	Application
Bunnykins	3018830	26.07.2007	16	Registered

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Execution Version

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 20 day of December, 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 Bank of America, N.A., a national association with a principal place of business at 335 Madison Avenue, New York, NY 10017 ("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 December 20, 2005 among the Parties hereto and certain additional parties, (the "Security Agreement"), Grantor has granted to Secured Party, as agent and security trustee 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 herein below 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 herein below 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;

- (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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 20 day of December, 2005

ROYAL DOULTON (UK) LIMITED

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.

Dated: December 20, 2005

By: [Signature]  
Name:  
Title:

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Dated: \_\_\_\_\_

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TRADEMARK