

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**

87000-145

10

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):

Josiah Wedgwood & Sons Limited

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other England Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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)

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

Execution Date(s) December 20, 2005

- 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)

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: 36 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:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

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

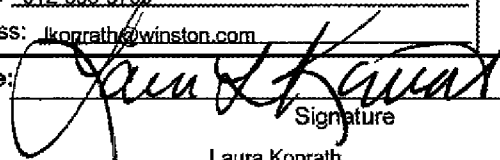
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

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 \$90.00 232428 2857457

EXHIBIT A

JOSIAH WEDGWOOD & SONS LIMITED

*Continuation,
Item 4*

TRADEMARKS

Mark	Application Registration No.	Application Registration Date	Status
Embossed Dish Pattern Design	2857457	29/05/04	Registered
Embossed Dish Pattern Design	2117047	25/11/97	Registered
Embossed Shape	2051700	08/04/97	Registered

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Execution Version

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 20th day of December, 2005, by and between Josiah Wedgwood & Sons Limited, a corporation registered in England with company number 613288, with a principal place of business at Barlaston, Stoke on Trent, Staffordshire ST12 9ES, England, 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

JOSIAH WEDGWOOD & SONS LIMITED

Dated: _____

By: _____
Name:
Title:

DANK OF AMERICA, N.A.


Dated: December 29, 2005

By: [Signature]
Name:
Title:

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

JOSIAH WEDGWOOD & SONS LIMITED

Dated: December 29, 2005

By: 
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BANK OF AMERICA, N.A.

Dated: _____

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Title:

EXHIBIT A

· JOSIAH WEDGWOOD & SONS LIMITED

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JOSIAH WEDGWOOD & SONS LIMITED

Dated: December 29, 2005

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

Dated: December 29, 2005

By: [Signature]
Name:
Title:

WINSTON & STRAWN LLP

Facsimile

35 W. WACKER DRIVE, CHICAGO IL 60601-9703
312-558-5600

200 PARK AVENUE NEW YORK, NY 10166-4193 212-294-0700
 1400 L STREET N.W. WASHINGTON, DC 20005-3502 202-371-5700
 38th FLOOR, 333 SOUTH GRAND AVE LOS ANGELES, CA 90071-1543 213-613-1700
 101 CALIFORNIA STREET, SAN FRANCISCO CA 94111-5894 415-551-1000
 43 RUE DU RHONE 1204 GENEVA, SWITZERLAND 41-22-317-73-75
 21 AVENUE VICTOR HUGO 75116 PARIS, FRANCE 33-1-53-54-82-82
 BUCKLESBURY HOUSE, 3 QUEEN VICTORIA STREET LONDON, ENGLAND EC4N 3BH 44-20-7420-0000

Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

DATE: January 31, 2006

CHARGEBACK: 11028 82000/145
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Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page:

10 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

Enclosed: -Facsimile Cover Sheet
 -Cover Letter
 -Recordation Cover Sheet
 -Schedule of U.S. Trademarks
 -Trademark Security Agreement

**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352**

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Operator Initials: _____
 Confirmation: Yes _____ Name: _____ No: _____

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BUCKLESBURY HOUSE
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1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

January 31, 2006

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #8200/145 - Bank of America/Josiah Wedgwood

Dear Commissioner:

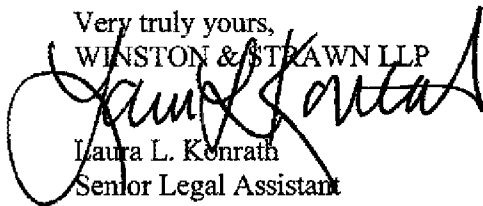
Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$90 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cj
Enclosures