

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edinburgh Crystal Glass Company Limited		08/31/2006	COMPANY:
RECEIVING PARTY DATA			
Name:	Waterford Wedgwood Plc		
Street Address:	Kilbarry		
City:	Waterford		
State/Country:	IRELAND		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2290771	EDINBURGH CRYSTAL EST 1867	
Serial Number:	76134314	THE EDGE	
CORRESPONDENCE DATA			
Fax Number:	(703)836-2021		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim, B. Parker Livingston,		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	1030775-000274/273		
DOMESTIC REPRESENTATIVE			
Name:	Bassam N. Ibrahim, B. Parker Livingston,		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		

CH 2290771 \$65.00

900064113

TRADEMARK
REEL: 003439 FRAME: 0780

NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/
Date:	12/06/2006
<p>Total Attachments: 8</p> <p>source=_1206153851_001#page1.tif</p> <p>source=_1206153851_001#page2.tif</p> <p>source=_1206153851_001#page3.tif</p> <p>source=_1206153851_001#page4.tif</p> <p>source=_1206153851_001#page5.tif</p> <p>source=_1206153851_001#page6.tif</p> <p>source=_1206153851_001#page7.tif</p> <p>source=_1206153851_001#page8.tif</p>	

ASSIGNATION

by

(1) **THE EDINBURGH CRYSTAL GLASS COMPANY LIMITED (IN ADMINISTRATION)**, a company incorporated under the Companies Acts with registered number 02531757 and having its registered office formerly at Cayzer House, 30 Buckingham Gate, London, SW1E 6NN and now at 1 City Square, Leeds, LS1 2AL ("the Assignor");

acting through their Joint Administrators, **JOHN REID of DELOITTE & TOUCHE LLP**, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 0BR and **IAN BROWN of DELOITTE & TOUCHE LLP**, 1 City Square, Leeds, LS1 2AL appointed pursuant to a notice of appointment by the Directors of the Assignor dated 21 July 2006 and filed with The High Court of Justice, London on 24 July 2006 ("the Administrators");

(2) **THE ADMINISTRATORS** in their respective capacities as Joint Administrators of the Assignor;

In favour of

(3) **WATERFORD WEDGWOOD PLC**, incorporated in Ireland with and having its registered office at Kilbarry, Waterford, Ireland ("the Assignee").

WHEREAS

- (A) The Assignor is the proprietor and beneficial owner of the registered and unregistered Trade Marks (as defined below).
- (B) The Assignor is the registered user and beneficial owner of the internet Domain Name (as defined below)
- (C) By an Asset Purchase Agreement made between the Assignor, the Administrators and Waterford Crystal Limited, incorporated in Ireland and having its registered office at Kilbarry, Waterford, Ireland on 31st August 2006 the Assignor inter alia agreed to assign all right title and interest (if any) as the Assignor may possess in and to (a) all "Intellectual Property Rights" (defined in the Asset Purchase Agreement as all inventions, patents, registered designs, design rights and copyrights, know-how and trademarks (whether registered or not) and the goodwill attaching to any of them and applications for any of them and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them

which may subsist insofar as owned by the Licensor) (b) the "Trade Marks" (defined in the Asset Purchase Agreement as all trademarks (whether registered or not) used by the Assignor anywhere in the world (including any ongoing applications for registration of any such trademark, service mark or the like) and the goodwill attaching to any of them (including without prejudice to the foregoing generality the trade marks detailed in the report attached as Part I of the Schedule together with the copyright and the designs and design books (if any) associated therewith) and (c) the "Domain Name" (defined in the Asset Purchase Agreement as the Domain Name set out in Part II of the Schedule and any sub domains together with all copyright and design right relative to all websites operated by the Assignor) to the Assignee on the terms set out therein and to execute this Assignment.

THEREFORE

- (ONE) The Assignor, acting through the Administrators, does HEREBY ASSIGN as beneficial and legal owner to the Assignee, subject to clauses (THREE) and (FOUR) below, all right title and interest (if any) as the Assignor may possess in and to (a) all Intellectual Property Rights (b) the Trade Marks and (c) the Domain Name.
- (TWO) The Assignor confirms that this Assignment is made with the goodwill (if any) as the Assignor may possess attaching to the Trade Marks (including the goodwill of the business symbolised by the Trade Marks).
- (THREE) If a request for assistance is made within six (6) months of the date of this Assignment the Assignor and the Administrators shall at the cost of the Assignee do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time reasonably require to enable the Assignee to become registered as proprietor of the Trade Marks and to secure the benefits of the rights hereby assigned. With particular regard to the Domain Name the Assignor shall immediately deliver to the Registry such information, forms and other as is required by the registrar thereof to give effect to the transfer of the Domain Name including full details of the Assignee and shall furnish the Assignee with a copy of all forms and others remitted to the Registry.
- (FOUR) It is an essential condition of this Agreement:-
- (a) that the Administrators contract solely as agents of the Assignor and shall incur no personal liability of whatever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignee's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or delict and/or restitution or by reference to any other remedy or right, and in whatever jurisdiction or forum;
 - (b) that, no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Administrators personally and the Administrators shall be entitled at any

time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause (FOUR);

- (c) that any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause (FOUR) is hereby expressly excluded; and
- (d) that the Administrators have joined as parties to this Assignment solely as agents for the Assignor and for the purpose of obtaining the benefit of the provisions of this Clause (FOUR) and any other provisions of this Assignment in their favour.

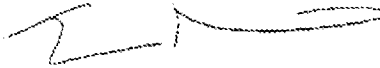
(FIVE) Exclusion of warranties and representations.

- (a) The Assignee agrees that in effecting this Assignment it is not relying upon any information, warranty, statement, representation or silence on the part of the Administrators or any of their solicitors, valuers, employees, agents, representatives, staff or anyone acting for them or on their behalf of all or any of them, whether or not made within any document prepared by or on behalf of the Administrators (whether acting as agents of the Assignor or otherwise) and that the Assignee is not relying upon any other written or oral representation made to it or to its representatives or agents by the Administrators or their representatives or agents.
- (b) All representations warranties and conditions, express or implied, statutory or otherwise (including without limitation warranties and conditions as to rights, title or interest) in respect of the Intellectual Property Rights, the Trade Marks and the Domain Name are hereby excluded.

(SIX) This Assignment is governed by the laws of Scotland any dispute between the parties in relation to it shall be subject to the exclusive jurisdiction of the courts in Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding three (3) pages and the attached Schedule in two parts are executed as follows:-

SUBSCRIBED for and on behalf of
the said THE EDINBURGH CRYSTAL
GLASS COMPANY LIMITED (IN
ADMINISTRATION) acting by its
Administrators as its agent without personal
liability



at GLASGOW
on 31st AUGUST 2006
by JOHN CHARLES REID
Print Full Name

Director JOINT ADMINISTRATOR

before this witness

SHONA IDANNE CAMPBELL
Print Full Name

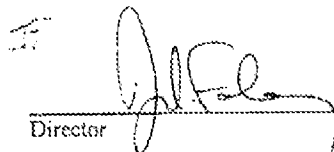

Witness

Address

40 ROSSLYN CRESCENT
EDINBURGH


SUBSCRIBED for and on behalf of the said
WATERFORD WEDGWOOD PLC

at KILBARRY, Waterford
on
by JOHN FOLEY
Print Full Name


Director

before this witness

LINDA O'KANE
Print Full Name


Witness

Address

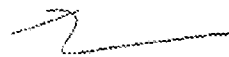
Waterford Wedgwood plc
KILBARRY, WATERFORD

THIS IS THE SCHEDULE REFERRED TO IN THE PRECEDING ASSIGNATION
BETWEEN THE EDINBURGH CRYSTAL GLASS COMPANY LIMITED (IN
ADMINISTRATION), THE ADMINISTRATORS AND WATERFORD WEDGWOOD
PLC DATED 31ST AUGUST 2006.

Part I Trade Marks

REGISTERED TRADE MARKS

Trade Mark	Number	Registration Date	Country of Registration	Class of Goods/Services
WEBB (DW)	87918	15 March 1889	United Kingdom	11, 21, 28, 34
EDINBURGH CRYSTAL (DW)	1334775	1 October 1993	United Kingdom	21
EDINBURGH CRYSTAL (DW)	1348166	5 October 1990	United Kingdom	21
EDINBURGH CRYSTAL (DW)	1529098	24 January 1997	United Kingdom	21
(DO)	1529617	26 August 1994	United Kingdom	21
EDINBURGH CRYSTAL (WO)	1530096	29 November 1996	United Kingdom	21
STAR OF EDINBURGH (WO)	2021143	22 August 1997	United Kingdom	21
THISTLE (WO)	2021144	28 February 1997	United Kingdom	21
(DO)	2031743	11 October 2002	United Kingdom	21
(DO)	2031744	17 January 1997	United Kingdom	21
EDINBURGH CRYSTAL EVERY DAY (WO)	2044085	15 August 1997	United Kingdom	21
THOMAS WEBB INTERNATIONAL Crystal (WO)	2144946	8 May 1998	United Kingdom	21
THOMAS WEBB CRYSTAL (DW)	2144953	26 June 1998	United Kingdom	21
c gallery (SW)	2145038	25 September 1998	United Kingdom	21
PALETTE (WO)	2146827	14 August 1998	United Kingdom	21



THOMAS WEBB INTERNATIONAL CRYSTAL (DW)	2152258	29 May 1998	United Kingdom	21
EDINBURGH CRYSTAL VOGUE (WO)	2158461	14 August 1998	United Kingdom	21
THE EDGE (WO)	2232347	10 November 2000	United Kingdom	21
THOMAS WEBB (SW)	2303069	22 November 2002	United Kingdom	21
EDINBURGH CRYSTAL (WO)	2381390	Advertised	United Kingdom	21, 35, 43
(DO)	2381391	4 November 2005	United Kingdom	21
(DO)	2381392	18 August 2006	United Kingdom	21
(DO)	2382608	12 August 2005	United Kingdom	21
EDINBURGH CRYSTAL	2290771	9 November 1999	United States	21
THE EDGE		Awaiting Registration	United States	21



UNREGISTERED TRADEMARKS AND OTHERS

Infinity

Eclipse

Mirage

Orrin

Skibo

Skye

Tain

Tay

Torrent

Cardis

Glentress

King James

Lochnagar

Romeo

12-OCT-2006 15:43 FROM WATERFORD CRYSTAL

TO 355816

P.08



Part II Domain Names

www.edinburgh-crystal.co.uk

EDIN 1270302 v 2

RECORDED: 12/06/2006

TRADEMARK
REEL: 003439 FRAME: 0789