

09-14-2007



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103445235

To the Director of the U. S. Patent and Trademark Office, Washington, DC 20503, for the documents attached or the new address(es) below.

1. Name of conveying party(ies):

The Porcelain and Fine China Companies Limited

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

Citizenship (see guidelines) England and Wales

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 31, 2007

- 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: Burdale Capital Finance, Inc.

Internal

Address: _____

Street Address: 300 First Stamford Place

City: Stamford

State: Connecticut

Country: USA Zip: 06902

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)
SEP 13 2007

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: Ellen M. Allen

Internal Address: _____

Street Address: 230 Park Avenue, 30th Floor

City: New York

State: New York Zip: 10169-0075

Phone Number: 212-661-9100 ext.865

Fax Number: 212-682-6104

Email Address: eallen@OSHR.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00

- 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 _____

00000507 2358946
40.00 OP
375.00 OP

9/5/2007

Date

MJAH/1

09/14/2007

9. Signature:

Ellen M. Allen
Signature

Ellen M. Allen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

9-13-07

List of Trademarks and Trademark Applications

THE BLUE ROOM COLLECTION	2,358,946	6/20/2000
BLUE ROOM COLLECTION	2,369,808	7/25/2000
SPODE	1,883,499	3/14/1995
SPODE	2,949,490	5/10/2005
SPODE CHRISTMAS TREE	2,036,314	2/11/1997
ROYAL WORCESTER	2,795,087	12/16/2003
WORCESTER HERBS	2,334,113	3/28/2000
EVESHAM	2,499,349	10/23/2001
EVESHAM	1,786,496	8/10/1993
HOLLY RIBBONS	2,799,456	12/23/2003
ROYAL WORCESTER	1,821,373	2/15/1994
Miscellaneous Design	(77/223,826)	(7/6/2007)
ROYAL WORCESTER FINE BONE CHINA C 51 ENGLAND and Design	988,210	7/16/1974
SPODE	214,849	7/6/1926
51 and Design	99,927	9/22/1914
ROYAL WORCESTER (Stylized)	17,953	5/27/1890

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated as of August 30, 2007, is by and between THE PORCELAIN AND FINE CHINA COMPANIES LIMITED, a corporation organized under the laws of England and Wales with a registration number of 00597983 ("Grantor"), and BURDALE CAPITAL FINANCE, INC., a Delaware corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto, as lenders (each individually, a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (the "Trademarks"), including, without limitation, those registrations, recordings and applications in the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof;

WHEREAS, THE ROYAL CHINA & PORCELAIN COMPANIES INC., a corporation organized under the laws of the State of Delaware (the "Borrower"), Grantor, the other Loan Parties party to the Loan Agreement (as such term is defined therein), and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Borrower, all of which are guaranteed by Grantor to Secured Party and Lenders, all as set forth in the Loan and Security Agreement, dated of even date herewith, by and among, Borrower, Grantor, the other Loan Parties party thereto and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Other Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the Other Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Secured Party a continuing first priority security interest (subject only to Permitted Encumbrances) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are one and the same as those Liens granted to Secured Party in the Trademark Collateral pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

5. **GOVERNING LAW.** This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

THE PORCELAIN AND FINE CHINA COMPANIES LIMITED


By: [Signature]
Name: DAVID BENJAMIN
Title: DIRECTOR

[SIGNATURES CONTINUED ON NEXT PAGE]

PCCC Trademark Security Agreement

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BURDALE CAPITAL FINANCE, INC.
as Agent and as Secured Party

By: 
Name: David Grende
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

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THE BLUE ROOM COLLECTION	2,358,946	6/20/2000
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