

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/03/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairway Investments Limited		02/10/2009	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	Waterford Wedgwood plc		
Street Address:			
City:	Kilbarry, Waterford		
State/Country:	IRELAND		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1510085	SHANNON	
CORRESPONDENCE DATA			
Fax Number:	(703)836-2021		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(703) 836-6620		
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	1030775-305		
DOMESTIC REPRESENTATIVE			
Name:	Bassam N. Ibrahim		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		

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NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/
Date:	02/10/2009
Total Attachments: 3 source=shannon#page1.tif source=shannon#page2.tif source=shannon#page3.tif	

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (this "Assignment") is entered into between Fairway Investments Limited, a corporation organized and existing under the laws of Ireland, with its registered office at Sitecast Industrial Estate, Togher, County Cork, Ireland ("Assignor") and Waterford Wedgwood plc, a corporation organized and existing under the laws of Ireland, with its registered office at Kilbarry, Waterford, Ireland ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademark registration listed in the attached Schedule A (collectively, the "Mark").

WHEREAS, Assignor and Assignee are parties to the Asset Sale Agreement dated November 3, 2002 (the "Agreement"), pursuant to which Assignor agreed to sell and Assignee agreed to purchase certain assets pertaining to Assignor's business, including the Mark, which assignment was effective as of November 3, 2002, and said Assignor is desirous of perfecting said assignment and does hereby confirm said assignment of said mark, said registration and the goodwill as referenced below;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Mark, including, without limitation, trademarks, service marks, and trade names, together with the goodwill of the business associated with the foregoing and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all applicable countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Trademark Rights").
2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, *nunc pro tunc* as of November 2, 2002 Assignor's entire right, title, and interest in and to the Assigned Trademark Rights in all applicable countries throughout the world, together with the goodwill of the business associated therewith and symbolized by the Assigned Trademark Rights, in its entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in Interstate Commerce, as to which evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.
3. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Trademark Rights in Assignee, its successors or assigns, in all applicable countries,

it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns. In the event that any trademark office in any jurisdiction refuses to record or accept this Assignment or Assignee is otherwise unable to perfect the title to any of the Marks, Assignor agrees to abandon the relevant Mark so that Assignee may file new applications for the Mark, it being understood that any expense incident to the filing of any new applications shall be borne by Assignee, its successors and assigns.

4. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. The Assignment shall be governed by and construed in accordance with the laws of the United States of America and of Ireland.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

7. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, covenants or warranties of Assignor or Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

8. All assignments to be executed and returned to the attention of:

Bassam N. Ibrahim, Esq.  
Buchanan Ingersoll & Rooney, PC  
1737 King Street, Suite 500  
Alexandria, VA 22314  
Telephone: 703-836-6620  
Facsimile: 703-836-2021  
Email: bassam.ibrahim@bipc.com

IN WITNESS WHEREOF, the said Assignor has executed this Nunc Pro Tunc Assignment.

FAIRWAY INVESTMENTS LIMITED

By: X Michael O' Driscoll

Name: MICHAEL O DRISCOLL

Title: DIRECTOR

Name: FAIRWAY INVESTMENTS LTD.

**U.S. FEDERAL TRADEMARK REGISTRATION**

**SCHEDULE A**

Reg. No.	Mark	Int. Classes	Reg. Date
1,510,085	SHANNON	16 and 42	October 25, 1988