

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
JOSIAH WEDGWOOD & SONS LIMITED		03/26/2009	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	WWRD IPCO LLC
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	0965544	ADAMS
Registration Number:	2051931	BIZARRE
Registration Number:	3464463	CHELSEA GARDEN
Registration Number:	2015095	CLARICE CLIFF
Registration Number:	0892455	COALPORT
Registration Number:	2027868	COALPORT
Registration Number:	0889059	DESERT ROSE
Registration Number:	1671793	DESERT ROSE
Registration Number:	2340042	
Registration Number:	2857457	
Registration Number:	2117047	
Registration Number:	3516917	ETERNITY
Registration Number:	0889066	FRANCISCAN

CH \$515.00 0965544

Registration Number:	0720858	FRANCISCAN
Registration Number:	0586945	FRANCISCAN
Registration Number:	2594021	FURNIVALS
Registration Number:	1049614	JOHNSON BROS
Registration Number:	1678584	JOHNSON BROTHERS
Registration Number:	2716546	LA TOQUE
Registration Number:	0965543	NAPOLEON IVY

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)446-4800
Email: hsmith@kirkland.com
Correspondent Name: Hayley M. Smith, Senior Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	JOSIAH-WWRD IP TM (HS)
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//hayley m. smith//
Date:	03/27/2009

Total Attachments: 6

source=Registered Trade Mark Deed of Assignment - Josiah Wedgwood & Sons Limited#page1.tif
source=Registered Trade Mark Deed of Assignment - Josiah Wedgwood & Sons Limited#page2.tif
source=Registered Trade Mark Deed of Assignment - Josiah Wedgwood & Sons Limited#page3.tif
source=Registered Trade Mark Deed of Assignment - Josiah Wedgwood & Sons Limited#page4.tif
source=Registered Trade Mark Deed of Assignment - Josiah Wedgwood & Sons Limited#page5.tif
source=Registered Trade Mark Deed of Assignment - Josiah Wedgwood & Sons Limited#page6.tif

Dated: 26 March 2009

JOSIAH WEDGWOOD & SONS LIMITED

(in administration)

and

ANGUS MARTIN, NEVILLE KAHN, NICHOLAS DARGAN and DOMINIC WONG

(as joint administrators of the Assignor)

and

WWRD IPCO LLC

**REGISTERED TRADE MARK DEED OF ASSIGNMENT
(USA)**

Linklaters

One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref: D. Schubauer/L-163565

K&E 14327099.1

**TRADEMARK
REEL: 003960 FRAME: 0747**

This Deed of Assignment is made on 26 March 2009 between:

- (1) **Josiah Wedgwood & Sons Limited (in administration)**, a company incorporated in England and Wales with registration number 00613288, whose registered office is at Barlaston, Stoke on Trent, Staffordshire ST12 9ES (the "**Assignor**");
- (2) **Angus Martin, Neville Kahn, Nicholas Dargan and Dominic Wong** all of Deloitte LLP of Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR (the "**Administrators**"); and
- (3) **WWRD IPCo LLC**, a limited liability company incorporated under the laws of the State of Delaware, whose registered office is at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA (the "**Assignee**").

Whereas:

- (A) The Assignor is the owner of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign to the Assignee all of its rights, title and interest in and to the Trade Marks upon the terms set out in this Deed.

It is agreed as follows:

1 Definitions

In this Deed, "**Trade Marks**" means the registered trade marks listed in the Schedule to this Deed, together with the goodwill represented by and associated with the Trade Marks (but no other goodwill).

2 Assignment

The Assignor hereby assigns to the Assignee such rights, title and interest as the Assignor has in and to the Trade Marks, including without limitation:

- 2.1 all rights of action, powers and benefits in respect of the Trade Marks; and
- 2.2 the right to seek and recover damages and all other remedies for any past infringement of the Trade Marks,

in each case as the Assignor has in or to the Trade Marks.

3 Further Assurance

The Assignor shall, at the Assignee's request and expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee.

4 Exclusion of Warranties

The Assignor assigns to the Assignee such rights as it may have in the Trade Marks but excludes all warranties (express and/or implied) in relation thereto.

5 Whole Agreement

This Deed contains the whole agreement between the parties relating to its subject matter at the date of this Deed.

6 Execution by the Administrators

The Administrators have entered into and signed this Deed as agents for the Assignor and neither they, their business organisation, its members or partners or their representatives shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor; or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any deed, document or assurance made pursuant to this Deed.

7 Governing Law and Jurisdiction

7.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

7.2 The parties irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that, accordingly, any legal action or proceedings arising out of or in connection with this Deed may be brought in these courts.

8 Invalidity

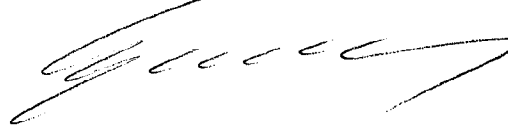
If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall, to that extent, be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

9 Counterparts

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.

In witness whereof, this Deed has been signed as a deed and delivered on the date stated at the beginning.

SIGNED and DELIVERED as a **DEED** on behalf of **Josiah Wedgwood & Sons Limited** (in administration) by

} 

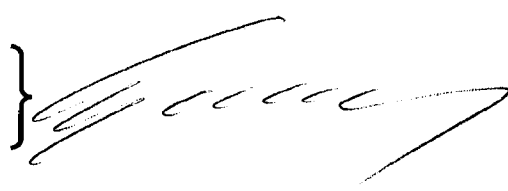
ANGUS MARTIN
one of the Administrators (as its agent and without personal liability) pursuant to the powers conferred under the Insolvency Act 1986

in the presence of:
Witness's Signature:



Name: **KRISHNA MISTRY**
Address: **ONE SILK STREET**
LONDON EC2Y 8HQ
Occupation: **TRAINEE SOLICITOR**

SIGNED and DELIVERED as a **DEED** by

} 

ANGUS MARTIN
one of the Administrators on behalf of them, without personal liability, in the presence of:

Witness's Signature:



Name: **KRISHNA MISTRY**
Address: **ONE SILK STREET**
LONDON EC2Y 8HQ
Occupation: **TRAINEE SOLICITOR**

SIGNED and DELIVERED as a **DEED** by **WWRD IPCo LLC** acting by **Jay Bernstein** who, in accordance with the laws of the State of Delaware, is an authorised representative acting under the authority of the company

}

SIGNED and DELIVERED as a DEED on behalf of Josiah Wedgwood & Sons Limited (in administration) by

}

one of the Administrators (as its agent and without personal liability) pursuant to the powers conferred under the Insolvency Act 1986

in the presence of:
Witness's Signature:

Name:

Address:

Occupation:

SIGNED and DELIVERED as a DEED by

}

one of the Administrators on behalf of them, without personal liability, in the presence of:

Witness's Signature:

Name:

Address:

Occupation:

SIGNED and DELIVERED as a DEED by WWRD IPCo LLC acting by Jay Bernstein who, in accordance with the laws of the State of Delaware, is an authorised representative acting under the authority of the company

}



Schedule
The Trade Marks

Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
ADAMS	Registered	965544	07 Aug 1973	21
BIZARRE	Registered	2051931	15 Apr 1997	21
CHELSEA GARDEN	Registered	3464463	08 Jul 2008	21
CLARICE CLIFF	Registered	2015095	12 Nov 1996	21
COALPORT	Registered	892455	09 Jun 1970	21
COALPORT	Registered	2027868	31 Dec 1996	20
DESERT ROSE	Registered	889059	07 Apr 1970	21
DESERT ROSE	Registered	1671793	14 Jan 1992	24
DESERT ROSE (DESIGN)	Registered	2340042	11 Apr 2000	21
EMBOSSSED DISH PATTERN DESIGN	Registered	2857457	29 Jun 2004	21
EMBOSSSED DISH PATTERN DESIGN	Registered	2117047	25 Nov 1997	21
ETERNITY	Registered	3516917	14 Oct 2008	8, 21
FRANCISCAN	Registered	889066	07 Apr 1970	21
FRANCISCAN	Registered	720858	05 Sep 1961	12
FRANCISCAN	Registered	586945	16 Mar 1954	21
FURNIVALS	Registered	2594021	16 Jul 2002	21
JOHNSON BROS	Registered	1049614	05 Oct 1976	21
JOHNSON BROTHERS	Registered	1678584	10 Mar 1992	24
LA TOQUE	Registered	2716546	13 May 2003	21
NAPOLEAN IVY	Registered	965543	07 Aug 1973	21