

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**

82000-145 (1)

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):

WWRD IPCO LLC

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

Other Delaware limited liability company

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: NY

Country: USA Zip: 10017

Association Citizenship National Association

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) March 26, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

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: 35 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:

74

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,865

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

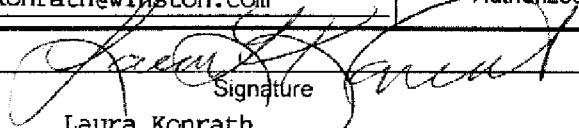
8. Payment Information:

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

4/13/09
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 \$1815.00 232428 0965544

Continuation Item 7

EXHIBIT A
WWRD IPCo LLC
UNITED STATES TRADEMARKS

Mark	Application/Registration Number	Application/Registration Date
ADAMS	965544	07 Aug 1973
BIZARRE	2051931	15 Apr 1997
CHELSEA GARDEN	3464463	08 Jul 2008
CLARICE CLIFF	2015095	12 Nov 1996
COALPORT	892455	09 Jun 1970
COALPORT	2027868	31 Dec 1996
DESERT ROSE	889059	07 Apr 1970
DESERT ROSE	1671793	14 Jan 1992
DESERT ROSE (DESIGN)	2340042	11 Apr 2000
EMBOSSSED DISH PATTERN DESIGN	2857457	29 Jun 2004
EMBOSSSED DISH PATTERN DESIGN	2117047	25 Nov 1997
ETERNITY	3516917	14 Oct 2008
FRANCISCAN	889066	07 Apr 1970
FRANCISCAN	720858	05 Sep 1961
FRANCISCAN	586945	16 Mar 1954
FURNIVALS	2594021	16 Jul 2002
JOHNSON BROS	1049614	05 Oct 1976
JOHNSON BROTHERS	1678584	10 Mar 1992
LA TOQUE	2716546	13 May 2003
NAPOLEAN IVY	965543	07 Aug 1973
BUNNYKINS	2163093	09 Jun 1998
BUNNYKINS	1375510	17 Dec 1985
BUNNYKINS	3492679	26 Aug 2008
BUNNYKINS	3018830	29 Nov 2005
BUNNYKINS	2632476	08 Oct 2002
BUNNYKINS ROYAL DOULTON MADE IN ENGLAND D & device	583473	08 Dec 1953
CLASSIQUE	2287088	19 Oct 1999
DEVICE ONLY	2179801	11 Aug 1998
DOULTON	3098908	30 May 2006
FUSION	2984889	16 Aug 2005
HADDON HALL	1681237	31 Mar 1992
HUG-A-MUG	1239482	24 May 1983
IMAGES	1478737	01 Mar 1988
LAMBETHWARE	1320781	19 Feb 1985
MINTON	427236	04 Feb 1947

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MINTON	444254	03 Oct 1950
MINTON FOUNDED 1783 & device	444177	29 Aug 1950
OLD COUNTRY ROSES	2255565	22 Jun 1999
OLD COUNTRY ROSES	2815222	17 Feb 2004
PARAGON	860071	12 Nov 1968
ROYAL ALBERT	78/864896 (Intent to Use)	19 Apr 2006
ROYAL ALBERT	1096041	11 Jul 1978
ROYAL ALBERT	821127	27 Dec 1966
ROYAL DOULTON	1488495	17 May 1988
ROYAL DOULTON	1001784	14 Jan 1975
ROYAL DOULTON	2421993	16 Jan 2001
ROYAL DOULTON	2784525	18 Nov 2003
ROYAL DOULTON	2753325	19 Aug 2003
ROYAL DOULTON & Device	3127223	08 Aug 2006
ROYAL DOULTON & device	2861164	06 Jul 2004
ROYAL DOULTON IMAGES	1225095	25 Jan 1983
ROYAL-DOULTON ENGLAND DDDD & device	50411	13 Mar 1906
SENTIMENTS	2283803	05 Oct 1999
ST. ANDREWS	2636281	15 Oct 2002
STUART	0948152	05 Dec 1972
Design Only (Clock)	2981375	02 Aug 2005
JASPER	2749134	12 Aug 2003
PORTLAND VASE	62522	14 May 1907
QUEENSWARE	1475007	02 Feb 1988
W LOGO	2417859	02 Jan 2001
WEDGWOOD	3372695	22 Jan 2008
WEDGWOOD	60198	29 Jan 1907
WEDGWOOD	2013151	05 Nov 1996
WEDGWOOD	1761413	30 Mar 1993
WEDGWOOD	1756733	09 Mar 1993
WEDGWOOD	1685486	05 May 1992
WEDGWOOD	1471030	29 Dec 1987
WEDGWOOD	1425444	20 Jan 1987
WEDGWOOD	1033919	17 Feb 1976
WEDGWOOD	3515559	14 Oct 2008
WEDGWOOD	3372695	22 Jan 2008
WEDGWOOD GRAND GOURMET	2355371	06 June 2000
WEDGWOOD GRAND GOURMET	2856666	22 June 2004

WHITE ON BLUE JASPER DESIGNS	1444192	23 June 1987
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 26 day of March, 2009, by and between WWRD IPCo LLC, a Delaware limited liability company ("Grantor"), and Bank of America, N.A., a national banking association with a principal place of business at 335 Madison Avenue, New York, NY 10017 ("Agent"). Grantor and Agent are sometimes collectively referred to herein as the "Parties". Capitalized terms used herein but not otherwise defined shall have the meanings given to them in that certain Loan Agreement, dated as of the date hereof, by and among the Grantor, the other Obligors party thereto, the Lenders party thereto and the Agent (as the same may be amended, restated or otherwise modified from time to time).

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 General Security Agreement, dated March 26, 2009 among the Parties hereto and certain additional parties, (the "Security Agreement"), Grantor has granted to Agent, as agent for the Secured Parties, 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 Agent 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 Agent, for the benefit of the Secured Parties, and the Agent 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.

Notwithstanding the foregoing, in the case of any intent-to-use trademark application in the United States, the security interest shall not be granted until a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

2. This security interest is granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Agent 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 Agent 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 26 day of March, 2009.

WWRD IPCo LLC

By: 
Name: _____
Title: _____

[WWRD IPCo LLC Trademark Security Agreement]

BANK OF AMERICA, N.A.

By: *Robert Scalzilli*
Name: *Robert Scalzilli*
Title: *Vice President*

[WWRD IPCo LLC Trademark Security Agreement]

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LAMBETHWARE	1320781	19 Feb 1985
MINTON	427236	04 Feb 1947

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TRADEMARK
REEL: 003969 FRAME: 0804

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