

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Denby Pottery Company Limited		02/18/2009	LIMITED LIABILITY COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rosecrown Trading Limited		
<b>Street Address:</b>	7 River Court		
<b>Internal Address:</b>	Brighthouse Business Village		
<b>City:</b>	Middlesbrough		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	TS2 1RT		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1972734	DENBY	
<b>Registration Number:</b>	3582024	DENBY 1809	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)751-2205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-751-2622		
<b>Email:</b>	jmeyer@schnader.com		
<b>Correspondent Name:</b>	James R. Meyer		
<b>Address Line 1:</b>	Schnader Harrison Segal & Lewis LLP		
<b>Address Line 2:</b>	1600 Market Street, Suite 3600		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	3002396-0014		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$65.00 1972734

**900139517**

**TRADEMARK  
 REEL: 004031 FRAME: 0955**

Name: James R. Meyer  
Address Line 1: Schnader Harrison Segal & Lewis LLP  
Address Line 2: 1600 Market Street, Suite 3600  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Kimberly Bittinger
Signature:	/KIMBERLY BITTINGER/
Date:	07/27/2009

Total Attachments: 5  
source=Assignment Denby to Rosecrown#page1.tif  
source=Assignment Denby to Rosecrown#page2.tif  
source=Assignment Denby to Rosecrown#page3.tif  
source=Assignment Denby to Rosecrown#page4.tif  
source=Assignment Denby to Rosecrown#page5.tif

DATED 18 February 2009

(1) THE DENBY POTTERY COMPANY LIMITED (IN ADMINISTRATION)

(2) DENBY HOLDINGS LIMITED (IN ADMINISTRATION)

(3) THE ADMINISTRATORS

(4) ROSECROWN TRADING LIMITED

---

AGREEMENT

for the sale and purchase of the undertaking  
and certain of the assets of the Business of  
The Denby Pottery Companies Limited and  
Denby Holdings Limited (in Administration)

---



Pinsent Masons

THIS AGREEMENT is made on

18 February 2009

BETWEEN:-

- (1) THE DENBY POTTERY COMPANY LIMITED (No. 2487218) whose registered office is at Denby Pottery, Denby, Derbyshire, DE5 8NX ("Denby Pottery") acting by its joint administrators Patrick Alexander Lannagan and Dermal Justin Power of BDO Stoy Hayward LLP, 11-15 Cross Street, Manchester, M2 1WE and Francis Graham Newton of BDO Stoy Hayward LLP of 55 Baker Street, London, W1V 7UE (together the "Administrators")
- (2) DENBY HOLDINGS LIMITED (No. 5146254) whose registered office is at Denby Pottery, Denby, Derbyshire, DE5 8NX ("Holdings") acting by the Administrators  
(the "Companies")
- (3) THE ADMINISTRATORS
- (4) ROSECROWN TRADING LIMITED (No. 6761664) whose registered office is at 7 River Court, Brighthouse Business Village, Middlesbrough TS2 1RT (the "Buyer")

- 1.2.4 a "Clause" or a "Schedule" is a reference to a clause or schedule to this Agreement and references within a Schedule to "paragraphs" are to paragraphs or sub-paragraphs of that Schedule;
- 1.2.5 obligations undertaken by a party that comprise more than one person shall be deemed to be made jointly and severally; and
- 1.2.6 except as expressly set out in this Agreement, any lists contained in any Schedule are for guidance only and shall not constitute any warranty in respect of the Companies' ownership of the listed items or otherwise.
- 1.3 Any reference to any statute or statutory instrument, or any section or part thereof, includes any enactment that has replaced or amended it or any instrument, order or regulation made under it that is now in force and also includes any past statutory provisions which such provision has directly or indirectly replaced.
- 1.4 Headings are for reference purposes only and shall not affect the construction of anything in this Agreement.
- 1.5 References to documents "in the agreed form" are to documents in the form of a draft initialled for the purpose of identification by or on behalf of each party to this Agreement.
- 1.6 The Schedules shall be treated as an integral part of this Agreement and references to this Agreement shall include the Schedules.
2. { TC "2 SALE AND ASSIGNMENT" \11 } SALE AND ASSIGNMENT
- 2.1 The Companies shall sell and the Buyer shall purchase for the Price at Completion whatever right title and interest (if any) the Companies have in the Assets set out below (in so far as they relate to the Business):-
- 2.1.1 the Intellectual Property;
- 2.1.2 the Goodwill;
- 2.1.3 the Customer Contracts and the Supply Contracts; and
- 2.1.4 the Databases.
- 2.2 The Companies shall assign on Completion such right title and interest as the Companies have in the IP Assets.
3. { TC "3 EXCLUDED ASSETS" \11 } EXCLUDED ASSETS
- 3.1 Any asset of the Companies not expressly referred to as an Asset shall be an Excluded Asset and shall be excluded from the sale. Nothing in this Agreement operates as a sale or transfer of any right title or interest in or right to possession of the Excluded Assets.
4. { TC "4 PRICE" \11 } PRICE
- 4.1 The Price payable by the Buyer for the Business and Assets at Completion is £ [REDACTED] apportioned as follows:-
- 4.1.1 the IP Assets £ [REDACTED]
- 4.1.2 the Goodwill £ [REDACTED]
- 4.1.3 the Customer Contracts and the Supply Contracts [REDACTED]
- 4.1.4 the Customer Databases [REDACTED]

SCHEDULE 1( TC "SCHEDULE 1 - IP ASSETS" 114 )

IP ASSETS

DENBY GROUP INTELLECTUAL PROPERTY PORTFOLIO

Registered Trade Marks (all registered as belonging to The Denby Pottery Company Limited)

Mark	Number	Country	Class	Registration Date
DENBY*	744607	UK	21	20 July 1955
DENBY*	1092679	UK	8	16 March 1978
DENBY	E2491439	European Community Trade Mark	21, 24, 35	4 February 2003
DENBY	1972734	USA	21	7 May 1996
DENBY	1943384	USA	21	26 December 1995
DENBY	168968	Ireland	21	5 December 1995
DENBY	TMA489841	Canada	-	12 February 1998
DENBY	346069	Sweden	21	11 May 2001
DENBY	166002	Israel	21	Not yet filed
DENBY	893/4403	South Africa	21	Not yet filed
DENBY	107357	Israel	21	Not yet filed
DENBY	421227	South Korea	21	15 September 1998
DENBY	187392	Norway	21	Not yet filed
DENBY	603412	Australia	21	31 May 1993
LOVE FOOD, LOVE DENBY	E4748034	European Community Trade Mark	8, 21, 24	7 November 2006
LOVE FOOD, LOVE DENBY	E4748026	European Community Trade Mark	8, 21, 24	15 November 2005
DENBY	E2491439	European Community Trade Mark	21, 24, 35	4 February 2003
DENBY 1809	E5769138	European Community Trade Mark	21, 24, 35	29 January 2008
DENBY 1809	TMA728589	Canada	-	18 November 2008

DENBY 1809	76/679184 (application number)	USA	21, 24, 35	5 July 2007 (filing date)
------------	--------------------------------------	-----	------------	------------------------------