

**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>
Pimpernel International Limited		10/13/2006	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Portmeirion Potteries Limited		
<b>Street Address:</b>	London Road		
<b>Internal Address:</b>	Stoke on Trent		
<b>City:</b>	Staffordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	ST4 7QQ		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1317116	PIMPERNEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)427-6668		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	chiustm@ladas.net		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	224 South Michigan		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

CH \$40.00 1317116

**900143087**

**TRADEMARK**  
**REEL: 004060 FRAME: 0781**

NAME OF SUBMITTER:	Frederick W. Meyers
Signature:	/Fred Meyers/
Date:	09/14/2009
<p>Total Attachments: 11 source=Pimpernel assignment#page1.tif source=Pimpernel assignment#page2.tif source=Pimpernel assignment#page3.tif source=Pimpernel assignment#page4.tif source=Pimpernel assignment#page5.tif source=Pimpernel assignment#page6.tif source=Pimpernel assignment#page7.tif source=Pimpernel assignment#page8.tif source=Pimpernel assignment#page9.tif source=Pimpernel assignment#page10.tif source=Pimpernel assignment#page11.tif</p>	

THIS ASSIGNMENT dated 13<sup>th</sup> October

2006 is made BETWEEN:-

- (1) PIMPERNEL INTERNATIONAL LIMITED (IN ADMINISTRATION) a company incorporated in Scotland (CN SC276510) whose registered office is at Saltire Court, 20 Castle Street, Edinburgh, EH1 2DB acting by JOHN CHARLES REID and IAN BROWN of Deloitte & Touch LLP, 1 City Square, Leeds, LS1 2AL in their capacity as joint administrators of the Company and without personal liability (the "Joint Administrators") ("the Company");
- (2) the JOINT ADMINSTRATORS; and
- (2) PORTMEIRION POTTERIES LIMITED a company incorporated in England with company number 417484 whose registered office is at London Road, Stoke on Trent, Staffordshire, ST4 7QQ ("the Assignee").

## 1. INTERPRETATION

- 1.1 In this Assignment "the Trade Marks" means those trade marks listed in the Schedule which are:
  - 1.1.1 registered or the subject of applications for registration; or
  - 1.1.2 unregisteredin the relevant countries
- 1.2 In this Assignment:-
  - 1.2.1 the singular includes the plural and vice versa;
  - 1.2.2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
  - 1.2.3 references to clauses and the Schedule are to clauses of and the Schedule to this Assignment;
  - 1.2.4 the Schedule forms part of this Assignment and the expression "this Assignment" includes the Schedule;
  - 1.2.5 the headings in this Assignment are for convenience only and shall not affect the interpretation of this Assignment;
  - 1.2.6 a reference to any of the parties includes, where appropriate, persons deriving title under it;
  - 1.2.7 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
  - 1.2.8 references to any document (including this Assignment) or a provision thereof shall be construed as a reference to that document or provision as from time to time supplemented, varied or replaced; and
  - 1.2.9 references to writing include any method of reproducing words in a legible and non-transitory form.

## 2. ASSIGNMENT

- 2.1 In consideration of the signature of the Agreement of even date between the parties for the sale and purchase of the business and certain assets of the Company, the Company assigns to the Assignee without title guarantee (express or implied) the Trade Marks to hold absolutely and all and any right title and interest of the Company in and to the Trade Marks including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and any common law rights and all the goodwill attaching to the Trade Marks.
- 2.2 This Assignment by the Company to the Assignee shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Company in the Trade Marks). The Company agrees and undertakes to provide to the Assignee (at its request) all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks which shall not include an obligation to bring any court proceedings in the name of the Company or the Joint Administrators and the Assignee shall indemnify the Company and the Joint Administrators in respect of all costs and expenses (including legal costs on a full indemnity basis) actually incurred by it in providing the Assignee with such assistance.
- 2.3 Nothing in this Agreement shall transfer any liability of the Company in respect of the Trade Marks (or any of them) to the Assignee

## 3. FURTHER ASSURANCE

The Company and the Joint Administrators shall upon demand and at the Assignee's sole expense execute and register or procure to be executed and registered all further deeds, documents and do all acts and things as may be necessary or desirable to give effect to this Assignment.

## 4. EXCLUSION OF LIABILITY OF THE ADMINISTRATOR

- 4.1 Each of the parties hereby confirms and agrees that neither the Joint Administrators nor their staff, servants, agents, advisers or representatives shall incur any personal liability whatsoever in respect of any of the obligations undertaken by or liabilities of the Vendor pursuant to the terms of this Agreement and/or pursuant to any deed instrument or document entered into pursuant to this Agreement (whether under the express or implied terms of this Agreement at common law or in any other way) or in respect of any failure on the part of the Vendor to observe perform or comply with any obligations contained in or arising out of this Agreement and/or any such other deed instrument or document or under or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise howsoever arising.
- 4.2 The Assignee hereby acknowledges that it has entered into this Agreement without reliance on any warranty representation or undertaking (other than as expressly contained in this Agreement) made by the Joint Administrators or by any of his employees, servants, agents, advisers or representatives and the Joint Administrators and their employees, servants, agents, advisers or representatives shall incur no personal liability whatsoever in respect of any of the obligations undertaken by the Vendor or in respect of any failure on the part of the Company to observe, perform or comply with any such obligations.

5. **RIGHTS OF THIRD PARTIES**

This Assignment does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

6. **COUNTERPARTS**

This Agreement may be entered into in any number of counterparts and by each of the parties as separate counterparts, each of which when executed and delivered shall be deemed to be an original but all the counterparts together shall constitute one and the same agreement.


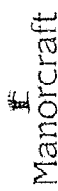
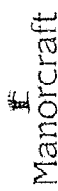
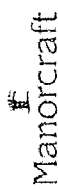
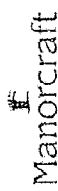
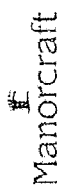

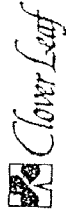
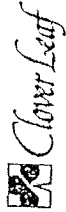
7. **GOVERNING LAW AND JURISDICTION**



This Assignment is governed by and shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Assignment has been executed as a deed and delivered on the date specified on page 1.





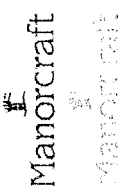
SCHEDULE

(Trade Marks)

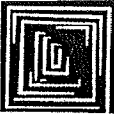

Country	Mark	Device	Class(es)	Appl'n No.	Filed	Reg'n No	Reg'n Date	Ren'l Due	Status
Canada	CLOVERLEAF & Device		Classes 20, 21 and 24	1216193	03-May-2004				Pending
CTM	MANORCRAFT		Classes 20, 21 and 24	4683801	19-Oct-2005				Pending
UK	MANORCRAFT (Series of 6)		Classes 20, 21 and 24	2389801	19-Apr-2005				Pending
Canada	MANORCRAFT Logo		Classes 20, 21 and 24	1278344	19-Oct-2005				Pending
CTM	Manorcraft Logo		Classes 20, 21 and 24	4683784	19-Oct-2005				Pending
UK	MANORCRAFT Logo (Series of 2)		Classes 20, 21 and 24	2389976	20-Apr-2005				Pending
USA	PIMPERNEL TableMates Device		Classes 21 and 24	76443949	27-Aug-2002				Pending
USA	CLOVER LEAF & DEVICE		Class 42		24-Jan-1989	1521937	31-Dec-1850	24-Jan-2009	Granted
USA	CLOVER LEAF & DEVICE		Class 21		14-Mar-1989	1529754	31-Dec-1850	14-Mar-2009	Granted

CTM	CLOVERLEAF		Classes 16, 21 and 24	3819414	05-May- 2004	3819414	04-Jan- 2006	05-May- 2014	Granted
Madrid Protocol	CLOVERLEAF		Classes 20, 21 and 24	859813	07-May- 2004	859813	29-Sep- 2005	07-May- 2014	Granted
UK	CLOVERLEAF		Classes 20, 21 and 24	2348287	08-Nov- 2003	2348287	11-Feb- 2005	08-Nov- 2013	Granted
CTM	CLOVERLEAF & DEVICE	CLOVERLEAF	Classes 16, 21 and 24	3502994	31-Oct- 2003	3502994	13-May- 2005	31-Oct- 2013	Granted
Madrid Protocol	CLOVERLEAF & Device	CLOVERLEAF	Classes 20, 21 and 24	834337	20-Nov- 2003	834337	07-Apr- 2005	20-Nov- 2013	Granted
UK	CLOVERLEAF & Device	CLOVERLEAF	Classes 20, 21 and 24	2347416	01-Nov- 2003	2347416	25-Feb- 2005	01-Nov- 2013	Granted
CTM	CLOVERLEAF & DEVICE (2000 FORM)		Classes 16, 20 and 21	1937101	02-Nov- 2000	1937101	04-Feb- 2002	02-Nov- 2010	Granted
UK	CLOVERLEAF & DEVICE (2000 FORM)		Classes 16, 20 and 21	2225871	15-Mar- 2000	2225871	15-Mar- 2000	15-Mar- 2010	Granted



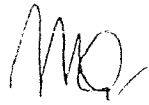
CTM	CLOVERLEAF & Device (NEW FORM)		Classes 16, 20 and 21	418996	03-Dec-1996	418996	12-Aug-1999	03-Dec-2006	Granted
UK	CLOVERLEAF & DEVICE (NEW FORM)		Classes 16, 20, 21 and 24	1540152	30-Jun-1993	1540152	31-Dec-1850	30-Jun-2010	Granted
USA	CLOVERLEAF & DEVICE (NEW FORM)		Class 21		25-Mar-1994	1927219	17-Oct-1995	17-Oct-2015	Granted
UK	Flower Logo		Class 27	1070468	09-Nov-1976	1070468	09-Nov-1976	09-Nov-2007	Granted
UK	MANOR CRAFT		Classes 20 and 21	2155356	13-Jan-1998	2155356	03-Jul-1998	13-Jan-2008	Granted
UK	MANOR CRAFT Logo		Class 24	1280175	24-Sep-1986	1280175	09-Nov-1990	24-Sep-2007	Granted
Madrid Protocol	MANORCRAFT		Classes 20, 21 and 24	881030	19-Oct-2005	881030	19-Oct-2005	19-Oct-2015	Granted
Madrid Protocol	Manorcrafft Logo		Classes 20, 21 and 24	882504	19-Oct-2005	882504	19-Oct-2005	19-Oct-2015	Granted
Australia	PIMPERNEL		Class 27	185563	23-Jan-1964	185563	23-Jan-1964	23-Jan-2009	Granted
Austria	PIMPERNEL		Classes 22, 24 and 27	118458	12-Jul-1958	39268	12-Jul-1958	12-Jul-2008	Granted

Benelux	PIMPERNEL			Classes 21 and 27	645132	14-Sep- 1981	375719	14-Sep- 1981	14-Sep- 2011	Granted
Canada	PIMPERNEL				316520	30-Sep- 1968	165258	19-Sep- 1969	19-Sep- 2014	Granted
CTM	PIMPERNEL			Classes 20, 21 and 24	2396885	02-Oct- 2001	2396885	21-May- 2003	02-Oct- 2011	Granted
Czech Republic	PIMPERNEL			Class 21	139957	10-Feb- 1999	220684	27-Sep- 1999	10-Feb- 2009	Granted
France	PIMPERNEL			Classes 16, 21, 24 and 27	954650	15-Sep- 1988	1520359	15-Sep- 1988	15-Sep- 2008	Granted
Germany	PIMPERNEL			Class 21	4447521	18-Dec- 1992	2063479	04-Jan- 1994	18-Dec- 2012	Granted
Greece	PIMPERNEL			Class 21	115022	12-Jul- 1993	115022	17-May- 1996	12-Jul- 2013	Granted
Hong Kong	PIMPERNEL			Class 21	199510828	11-Jan- 1993	199510828	27-Dec- 1995	11-Jan- 2014	Granted
Ireland	PIMPERNEL			Class 21	150145	30-Nov- 1992	150145	30-Nov- 1992	30-Nov- 2009	Granted
Italy	PIMPERNEL			Class 27	20053124	22-Mar- 1955	729573	22-Mar- 1955	22-Mar- 2015	Granted
New Zealand	PIMPERNEL			Class 27	75014	21-Jan- 1964	75014	08-Dec- 1965	21-Jan- 2013	Granted
Portugal	PIMPERNEL			Class 21	287811	07-Dec- 1992	287811	06-Sep- 1994	06-Sep- 2009	Granted
South Africa	PIMPERNEL			Class 21	9210488	30-Nov- 1992	9210488	15-Feb- 1995	30-Nov- 2012	Granted

Spain	PIMPERNEL			Class 21	1734116	04-Dec-1992	1734116	20-Apr-1994	04-Dec-2007	Granted
Sweden	PIMPERNEL			Class 21	199210550	02-Dec-1992	249031	07-May-1993	07-May-2013	Granted
UK	PIMPERNEL			Class 27	688129	13-Apr-1950	688129	13-Apr-1950	13-Apr-2009	Granted
UK	PIMPERNEL			Class 21	1487675	13-Jan-1992	1487675	18-Jun-1993	13-Jan-2009	Granted
USA	PIMPERNEL			Class 27	734444186	19-Sep-1983	1317116	29-Jan-1985	29-Jan-2015	Granted
UK	Rectangular Logo			Class 27	983693	24-Nov-1971	983693	24-Nov-1971	24-Nov-2006	Granted
Australia	TABLE MATES			Class 21	828813	22-Mar-2000	828813	20-Aug-2001	22-Mar-2010	Granted
CTM	TABLE MATES			Classes 20, 21 and 24	1553353	13-Mar-2000	1553353	11-Jun-2001	13-Mar-2010	Granted
New Zealand	TABLE MATES			Class 21	610484	15-Mar-2000	610484	11-Jan-2001	15-Mar-2007	Granted
UK	TABLE MATES			Class 21	2198256	21-May-1999	2198256	19-Nov-1999	21-May-2009	Granted
UK	TABLEAUX			Classes 20, 21 and 24	2349404	21-Nov-2003	2349404	16-Aug-2004	21-Nov-2013	Granted
UK	TAUNTON VALE & TREE DEVICE			Class 16	B1211682	27-Jan-1984	1211682	31-Dec-1850	27-Jan-2005	allow to lap

UK	TAUNTON VALE & TREE DEVICE		Class 21	B1211683	27-Jan-1984	1211683	31-Dec-1850	27-Jan-2005	allow to lap
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EXECUTED AS A DEED by PIMPERNEL )  
INTERNATIONAL LIMITED (in )  
Administration) acting by:-  
IAN BROWN (without personal liability as  
Joint Administrator)



*E. Widdowson*  
1 City Square Leeds LS1 2ES

SIGNED AS A DEED by IAN BROWN as )  
Administrator (in his own capacity and on )  
behalf of John Charles Reid (WITHOUT  
PERSONAL LIABILITY)



in the presence of  
witness signature  
witness name  
witness occupation  
witness address

*E. Widdowson*  
EMMA WIDDOWSON  
SOLICITOR  
1 CITY SQUARE  
LEEDS  
LS1 2ES

EXECUTED AS A DEED by )  
PORTMEIRION POTTERIES LIMITED )  
acting by:-

Director  
Director/Secretary