

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
The Porcelain and Fine China Companies Limited		04/23/2009	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Portmeirion Potteries Limited
Street Address:	London Road
Internal Address:	Stoke on Trent
City:	Staffordshire
State/Country:	UNITED KINGDOM
Postal Code:	ST4 7QQ
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1883499	SPODE
Registration Number:	2949490	SPODE
Registration Number:	0214849	SPODE
Registration Number:	2036314	SPODE CHRISTMAS TREE
Registration Number:	2795087	ROYAL WORCESTER
Registration Number:	0017953	ROYAL WORCESTER
Registration Number:	1821373	ROYAL WORCESTER

CORRESPONDENCE DATA

Fax Number: (312)251-2510
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122512500
 Email: info@wwipps.com
 Correspondent Name: WWIPPS, Inc.

OP \$190.00 1883499

900148234

**TRADEMARK
 REEL: 004100 FRAME: 0281**

Address Line 1: 160 North Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

DOMESTIC REPRESENTATIVE

Name: Laurel V. Dineff
Address Line 1: 160 North Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Laurel V. Dineff

Signature: /laurelvdineff/

Date: 11/20/2009

Total Attachments: 13

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Dated

23 April

2009

- (1) THE PORCELAIN AND FINE CHINA COMPANIES LIMITED (In Administration)
- (2) DAVID MATTHEW HAMMOND, ROBERT JONATHAN HUNT AND MICHAEL JOHN ANDREW JERVIS
- (3) PORTMEIRION POTTERIES LIMITED

Confirmatory assignment of Intellectual Property

We certify this to be a true copy of the original

KJD

KJD
Churchill House, Regent Road,
Stoke-on-Trent. ST1 3RQ

Date 27/04/09

BETWEEN

- (1) **THE PORCELAIN AND FINE CHINA COMPANIES LIMITED** (in Administration) (registered number 00597983) (the "**Assignor**") acting by its Joint Administrators David Matthew Hammond, Robert Jonathan Hunt and Michael John Andrew Jervis of PricewaterhouseCoopers LLP, Cornwall Court, 19 Cornwall Street, Birmingham, B3 2DT (the "**Administrators**");
- (2) The persons who are the **ADMINISTRATORS** in their capacity as administrators of the Assignor; and
- (3) **PORTMEIRION POTTERIES LIMITED** (registered number 00417484) whose registered office is at London Road, Stoke on Trent, Staffordshire, ST4 7QQ (the "**Assignee**")

BACKGROUND

- (A) The Assignor is the registered proprietor of the Intellectual Property Rights.
- (B) Pursuant to an agreement for the sale and purchase of assets dated 23 April 2009, the Assignor agreed to assign such right, title and interest it has in certain trade marks to the Assignee.

1. DEFINITIONS

1.1 In this Deed, the following expression shall have the following meaning unless inconsistent with the context:

"Intellectual Property Rights"	all, if any, rights vested in the Assignor in the registered trade marks particulars of which are contained in Schedule 1 hereto, in so far only as the Assignor is beneficially entitled to the same at the Transfer Date;
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"Transfer Date"	17:00 on 23 April 2009.
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1.2 The Schedule to this Deed forms part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed will include the Schedule.

2. **ASSIGNMENT**

2.1 By way of an agreement between the Assignor and the Assignee dated 23 April 2009, the Assignor assigns to the Assignee such right title and interest as it has in the Intellectual Property Rights.

3. **FURTHER ASSURANCE**

3.1 The Assignor agrees at the expense of the Assignee and in so far as it is able to do so to execute such further documentation, and take such action and do such things as may be reasonably requested by the Assignee, to give full effect to the terms of this Deed.

4. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

5. **NO WARRANTY OR REPRESENTATION**

5.1 No warranty or representation is or has been given by the Assignor or the Administrators as to the Schedule.

6. **EXECUTION BY ADMINISTRATORS**

6.1 The parties agree that the Administrators have entered into and signed this Deed as agents for the Assignor and neither the Administrators nor their firm shall incur any personal liability whatsoever whether on their own part or in respect of any failure on the part of the Assignor to observe, perform or comply with any of their obligations under this Deed or under or in relation to any associated arrangements or negotiation.

7. **COUNTERPARTS**

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

8. **GOVERNING LAW AND JURISDICTION**

8.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed will be governed by the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Deed. The parties irrevocably agree to submit to that jurisdiction.

This document is executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

The Intellectual Property Rights

SCHEDULE 1

COUNTRY	TM NO:	TRADE MARK	CLASS:	RENEWAL DATE:
Argentina	1635979	SPODE	21	23/06/2017
Australia	749507	THE BLUE ROOM COLLECTION	14, 21, 24, 28	25/11/2010
Australia	188700	ROYAL WORCESTER CROWN WARE & DEVICE	21	02/07/2009
Australia	125082	SPODE	21	04/10/2010
Australia	234689	SPODE	19	04/10/2010
Australia	234688	SPODE	17	04/10/2010
Australia	21042	CROWN DEVICE	21	29/01/2011
Australia	21043	ROYAL WORCESTER	21	29/01/2011
Austria	119051	SPODE	20,21	16/03/2018
Austria	183381	ROYAL WORCESTER & CROWN DEVICE	21,24	31/07/2009
Bahamas	14446	SPODE	16	25/02/2019
Bahamas	4014	ROYAL WORCESTER	16	27/08/2009
Barbados	81/7796	ROYAL WORCESTER	21	21/05/2018
Barbados	81/8272	SPODE	21	04/01/2019
Benelux	41212	SPODE	21	05/07/2010
Benelux	661813	ROYAL WORCESTER & CROWN DEVICE	21,24	21/12/2008
Benelux	41213	COPELAND	21	26/11/2011
Bermuda	742/362553	ROYAL WORCESTER	16	01/05/2011
Bermuda	21213	SPODE	21	11/02/2012
Brazil	820424170	SPODE	21	01/09/2017
Canada	TMDA393339	SPODE		15/10/2010
Canada	TMA258388	COPELAND		01/09/2017
Canada	TMDA01317	CROWN DEVICE		13/03/2014
Canada	TMA113476	ROYAL WORCESTER	21	09/11/2014
Canada	TMA519272	WORCESTER HERBS		09/11/2014
Canada	TMA169114	W ROYAL WORCESTER TRUE PORCELAIN DEVICE		05/05/2015
Canada	TMA142299	ROYAL WORCESTER CROWN WARE ENGLAND & DESIGN		15/05/2015
Canada	TMA620709	SPODE	8, 14, 21	27/09/2019

SCHEDULE 1

COUNTRY	TM NO.	TRADE MARK	CLASS:	RENEWAL DATE:
Canada	TMDA055838	ROYAL WORCESTER & CROWN DEVICE		27/09/2019
Canada	TMA620707	ROYAL WORCESTER	8,14,21	27/09/2019
China	1310725	SPODE	24	06/09/2009
China	1422884	CROWN DEVICE	21	20/07/2010
China	1422883	ROYAL WORCESTER	21	20/07/2010
China	945607	SPODE	21	13/02/2017
CTM	451252	WORCESTER HERBS	20,21,24,28	27/01/2017
Denmark	VR194901378	ROYAL WORCESTER	21	29/10/2009
Denmark	VR198803629	SPODE	21	21/11/2018
Finland	103889	SPODE (registered in PFCC's former name - Royal Worcester Spode Limited)	21	20/04/2009
France	1666043	SPODE	21	02/07/2010
France	1540047	ROYAL WORCESTER CROWN WARE	21	06/07/2009
France	1666042	COPELAND	21	02/07/2010
France	1481712	CROWN DEVICE (FULL)	21	04/08/2018
France	1481710	ROYAL WORCESTER TRUE PORCELAIN DEVICE	21	04/08/2018
France	1481711	ROYAL WORCESTER	21	04/08/2018
France	1481715	W DEVICE	21	04/08/2018
Germany	39905227	COPELAND & GARRETT	21	31/01/2009
Germany	885958	COPELAND	21	06/08/2010
Germany	887300	SPODE	21	06/08/2010
Germany	614383	ROYAL WORCESTER & CROWN DEVICE	21	18/09/2010
Greece	103541	SPODE	21	03/04/2011
Hong Kong	4242/1999	SPODE	21	11/02/2012
Hong Kong	16425	SPODE	24	24/11/2014
India	545166	SPODE	21	12/02/2015
India	149875	CROWN DEVICE	21	16/07/2018
India	149874	ROYAL WORCESTER	21	16/07/2018

SCHEDULE 1

COUNTRY	TM NO.	TRADE MARK	CLASS	RENEWAL DATE:
Ireland	122383	SPODE	21	19/01/2018
Ireland	127521	GENERAL (LABEL) - CROWN	21	10/03/2009
Ireland	39719	CROWN DEVICE	21	27/02/2012
Italy	917445	COPELAND	21	29/07/2010
Italy	917447	SPODE	21	29/07/2010
Italy	1134834	ROYAL WORCESTER	21	14/06/2015
Jamaica	29439	SPODE	21	28/02/2012
Jamaica	10647	ROYAL WORCESTER	21	26/06/2018
Japan	4314056	THE BLUE ROOM COLLECTION	21	10/09/2009
Japan	2395578	ROYAL WORCESTER	6,18,22	31/03/2012
Japan	2408087	ROYAL WORCESTER WITH DEVICE	14,18,25	30/04/2012
Japan	2439075	ROYAL WORCESTER WITH DEVICE	18,21,25	31/07/2012
Japan	1635060	SPODE	19	25/11/2013
Japan	2710178	ROYAL WORCESTER AND DEVICE	17, 24, 26	29/09/2015
Japan	2719624	ROYAL WORCESTER WITH DEVICE	17	24/02/2017
Japan	4158669	ROYAL WORCESTER	20	19/06/2018
Japan	4158670	ROYAL WORCESTER	21	19/06/2018
Japan	4158671	ROYAL WORCESTER	27	19/06/2018
Japan	4175884	ROYAL WORCESTER	24	07/08/2018
Japan	2123772	CROWN DEVICE	21	27/03/2009
Japan	2129229	CROWN DEVICE	20	29/04/2009
Japan	299952	ROYAL WORCESTER	14	02/04/2017
Japan	2103348	CROWN DEVICE	18	18/12/2018
Korea (Republic of)	452074	SPODE	24	31/07/2009
Korea (Republic of)	454825	SPODE	25	14/09/2009
Korea (Republic of)	457920	SPODE	21	03/11/2009
Korea (Republic of)	236447	SPODE	18	27/04/2012
Korea (Republic of)	464202	EVESHAM	21	29/01/2010

SCHEDULE 1

COUNTRY	TM NO.	TRADE MARK	CLASS:	RENEWAL DATE:
Korea (Republic of)	501497	ROYAL WORCESTER & CROWN DEVICE	21	17/09/2011
Malaysia	92000290	SPODE	21	16/01/2009
Malaysia	99000002	CROWN DEVICE	21	04/01/2009
New Zealand	57207	SPODE	21	05/10/2014
New Zealand	76247	ROYAL WORCESTER CROWN WARE & DEVICE	21	06/07/2013
New Zealand	13676	ROYAL WORCESTER	16	26/01/2015
Norway	132991	SPODE	21	11/08/2018
Norway	39674	ROYAL WORCESTER	21	18/08/2009
Pakistan	16658	CROWN DEVICE	21	18/07/2018
Pakistan	16657	ROYAL WORCESTER	21	18/07/2018
Panama	78334	SPODE	21	14/11/2016
Poland	98346	SPODE	21	24/01/2015
Portugal	207778	SPODE	21	04/02/2018
Portugal	334727	ROYAL WORCESTER & CROWN DEVICE	21	02/09/2009
Russian Federation	140233	SPODE	21	16/02/2015
Russian Federation	201695	ROYAL WORCESTER & CROWN DEVICE	21,24	24/02/2009
Singapore	928/91	SPODE	21	19/02/2018
Singapore	T98/13063H	CROWN DEVICE	21	31/12/2008
Slovenia	9570178	SPODE	21	09/02/2015
South Africa	952/46	SPODE	21	11/04/2014
Spain	947232	SPODE	21	04/07/2010
Spain	172288	CROWN DEVICE	21	13/03/2016
Spain	172287	ROYAL WORCESTER	21	13/03/2016
Sweden	209136	SPODE	21	12/02/2018
Sweden	67731	ROYAL WORCESTER	21	10/02/2010
Switzerland	355974	SPODE	21	19/03/2017
Switzerland	465812	ROYAL WORCESTER & CROWN DEVICE	21,24	18/01/2009
Taiwan, Republic of China	556042	SPODE	67	31/03/2012

SCHEDULE 1

COUNTRY	TM NO.	TRADE MARK	CLASS:	RENEWAL DATE
Taiwan, Republic of China	914518	ROYAL WORCESTER	24	15/03/2010
Taiwan, Republic of China	888294	CROWN DEVICE	21	31/03/2010
Taiwan, Republic of China	910229	CROWN DEVICE	24	15/10/2010
United Kingdom	548695	COPELAND	21	15/02/2014
United Kingdom	2380331	ROYAL WORCESTER	21	14/12/2014
United Kingdom	2018345	THE BLUE ROOM COLLECTION	21	22/04/2015
United Kingdom	32211	THE WORCESTER ROYAL PORCELAIN WORKS	21	28/04/2015
United Kingdom	461079	SPODE	21	31/07/2015
United Kingdom	2450007	BOTTOMS UP	21	20/03/2017
United Kingdom	2151259B	THE BLUE ROOM COLLECTION	24	20/11/2017
United Kingdom	1316220	SPODE (merged TM registrations 1316218 and 1316219)	21, 24, 25	20/07/2018
United Kingdom	1497055	ROYAL WORCESTER	24	08/04/2009
United Kingdom	863202	ROYAL WORCESTER CROWN WARE ENGLAND (and Device)	21	22/04/2009
United Kingdom	69956	CRESCENT DEVICE	21	26/11/2009
United Kingdom	69957	FLAG DEVICE	21	26/11/2009
United Kingdom	69955	W DEVICE	21	26/11/2009
United Kingdom	87258	ROYAL CHINA WORKS WORCESTER G & CO ESTABLISHED 1801 (and Device)	21	02/03/2011
United Kingdom	2686	CROWN DEVICE	21	28/02/2012
United Kingdom	916808	ROYAL WORCESTER TRUE PORCELAIN DEVICE	21	06/11/2012
United Kingdom	1587680	EVESHAM	24	31/10/2014
United Kingdom	1587679	EVESHAM	21	31/10/2014
United Kingdom	32210	THE ROYAL PORCELAIN WORKS, WORCESTER	21	25/04/2015
United Kingdom	1238177	ROYAL WORCESTER ORNAMENTAL STUDIO	21	20/03/2016
United Kingdom	2107229	WORCESTER HERBS (SERIES OF FOUR)	21,24	08/08/2016
United Kingdom	1429324	CROWN DEVICE	21	27/06/2017
United Kingdom	53977	ROYAL WORCESTER	21	21/05/2018

SCHEDULE 1

COUNTRY	TM NO:	TRADE MARK	CLASS:	RENEWAL DATE:
United Kingdom	2181758	EVESHAM	16	10/11/2018
United States of America	2358946	THE BLUE ROOM COLLECTION	14, 16, 21, 28	20/07/2010
United States of America	2369808	THE BLUE ROOM COLLECTION	24, 26	25/07/2010
United States of America	1883499	SPODE	16, 21, 24	14/03/2015
United States of America	2949490	SPODE	8	10/05/2015
United States of America	214849	SPODE	21	06/07/2016
United States of America	2036314	SPODE CHRISTMAS TREE	16,21,24	11/02/2017
United States of America	2795087	ROYAL WORCESTER	16	16/12/2008
United States of America	2799456	HOLLY RIBBONS	21	23/12/2008
United States of America	2334113	WORCESTER HERBS	21 ,24	28/03/2010
United States of America	17953	ROYAL WORCESTER (STYLISTED)	21	26/05/2010
United States of America	2499349	EVESHAM	16	23/10/2011
United States of America	1786496	EVESHAM	8,21	10/08/2013
United States of America	1821373	ROYAL WORCESTER	20,21	15/02/2014
United States of America	988210	CROWN DEVICE	34	16/07/2014
United States of America	99927	CROWN DEVICE	21	22/09/2014
Uruguay	284395	SPODE	21	18/09/2017
Venezuela	189.513	SPODE	21	28/03/2010
Zimbabwe	2030/1958	SPODE	21	27/06/2009

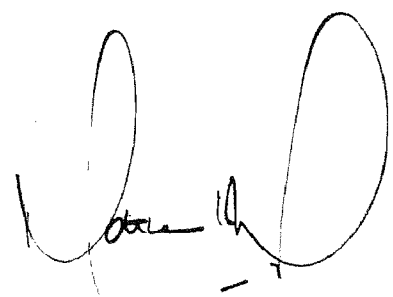
PENDING APPLICATIONS FOR REGISTRATION

COUNTRY	TM NO:	TRADE MARK	CLASS:	STATUS:
China	6360556	CHRISTMAS TREE	21	Pending
CTM	006484802	WS WORCESTER STUDIO	8,14,18,20,21,24	Pending
India	A/780591	SPODE		Registration opposed by Findel Plc. The Company has until 23/04/2009 to respond to objections
				Pending

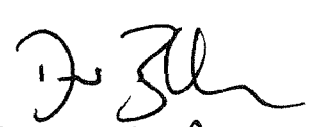
TRADEMARK

REEL: 004100 FRAME: 0293

EXECUTED as a **DEED**)
by THE PORCELAIN AND FINE CHINA)
COMPANIES LIMITED (in Administration))
acting by DAVID MATTHEW HAMMOND)
one of its Joint Administrators)
in the presence of:



Witness Signature:



Witness Name (in BLOCK CAPITALS): DAVID ROBERT BAXENDALE

Witness Address: COLWALL COURT, 19 COLWALL STREET,
BIRMINGHAM, B3 2DT

EXECUTED as a **DEED**)
by PORTMEIRION POTTERIES LIMITED)
acting by)
and)

Director

Director/Secretary

EXECUTED as a **DEED**)
by THE PORCELAIN AND FINE CHINA)
COMPANIES LIMITED (in Administration))
acting by DAVID MATTHEW HAMMOND)
one of its Joint Administrators)
in the presence of:

Witness Signature:

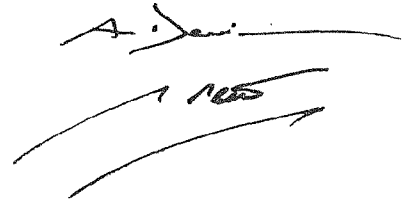
Witness Name (in BLOCK CAPITALS):

Witness Address:

EXECUTED as a **DEED**)
by PORTMEIRION POTTERIES LIMITED)
acting by)
and)

Director

Director/Secretary



Handwritten signatures for the Director and Director/Secretary. The Director's signature is a single line with a flourish. The Director/Secretary's signature is a more complex scribble with multiple lines.