

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 (11)

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):

Wedgwood Limited

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 20, 2005

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

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: _____

Address: _____

Street Address: 335 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Association Citizenship _____
- 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)

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:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 465

- 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

2/1/06
Date

Laura Konrath

Name of Person Signing

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 \$465.00 232428 76424151

Continuation
Item 4

EXHIBIT A
WEDGWOOD LIMITED
TRADEMARKS

Mark	Application/ Registration No	Application/ Registration Date	Classes	Status
Jasper	2749134	08/12/03	21	Registered
Portland Vase	62522	05/14/07	21	Registered
W Logo	2417859	01/02/01	14, 21	Registered
Wedgwood	1033919	02/17/76	21	Registered
Wedgwood	1425444	01/20/87	06, 08, 14, 21	Registered
Wedgwood	1462059	10/20/87	28	Registered
Wedgwood	1471030	12/29/87	42	Registered
Wedgwood	1685486	05/05/92	30	Registered
Wedgwood	1756733	03/09/93	14	Registered
Wedgwood	1761413	03/30/93	21	Registered
Wedgwood	1829464	04/05/94	25	Registered
Wedgwood	2013151	11/05/96	30	Registered
Wedgwood	2524078	01/01/02	11, 24	Registered
Wedgwood	60198	01/29/07	21	Registered
Wedgwood Blue (Color)	76/424151	06/24/02	14, 21	Pending
Wedgwood Grand Gourmet	2355371	06/06/00	26	Registered
White on Blue Jasper Designs	1444192	06/23/87	21	Registered
18 Wedgwood Grand Gourmet	78/050832	01/03/01	21, 24	Pending

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Execution Version

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 20 day of December, 2005 by and between Wedgwood Limited, a corporation registered in England with company number 44052, with a principal place of business at Barlaston, Stoke on Trent, Staffordshire ST12 9ES, England, United Kingdom ("Grantor"), and Bank of America, N.A., a national association with a principal place of business at 335 Madison Avenue, New York, NY 10017 ("Secured Party"). Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

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 Deed of Debenture, dated December 20, 2005 among the Parties hereto and certain additional parties, (the "Security Agreement"), Grantor has granted to Secured Party, as agent and security trustee for the Creditors (as such terms are defined in the Security Agreement), 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 Secured Party 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 Secured Party, for the benefit of the Creditors, and the Secured Party 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.

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

3. The rights and remedies of the Secured Party 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 Secured Party 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 22 day of December, 2005

WEDGWOOD LIMITED

Dated: _____

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

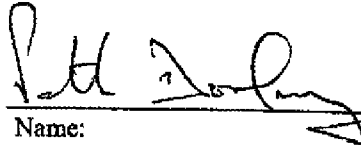
Dated: December 20, 2005

By: Robert A. [Signature]
Name:
Title:

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 20 day of December, 2005

WEDGWOOD LIMITED

Dated: December 20, 2005

By: 
Name:
Title:

BANK OF AMERICA, N.A.

Dated: _____

By: _____
Name:
Title:

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