

# 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
WATERFORD WEDGWOOD PLC		03/26/2009	COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	WWRD IRELAND IPCO LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 132			
Property Type	Number	Word Mark	
Registration Number:	0889741	ADARE	
Registration Number:	0890479	ALANA	
Registration Number:	1426618	ARAGLIN	
Registration Number:	2340840		
Registration Number:	1426617	ARDREE	
Registration Number:	1430289	ASHBOURNE	
Registration Number:	0890484	ASHLING	
Registration Number:	2310008	ASHWORTH	
Registration Number:	1371331	AVOCA	
Registration Number:	2090839	BALLYLEE	
Registration Number:	1626015	BALLYMORE	
Registration Number:	1430288	BALLYSHANNON	
Registration Number:	0890482	BOYNE	

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TRADEMARK  
REEL: 003960 FRAME: 0414

Registration Number:	2345944	CARDIFFE
Registration Number:	1771503	CARINA
Registration Number:	2092836	CARLETON GOLD
Registration Number:	0890478	CASHEL
Registration Number:	1288972	CASHS
Registration Number:	1686463	CASTLEMAINE
Registration Number:	1044200	CASTLETOWN
Registration Number:	1624906	CLARA
Registration Number:	0889742	CLARE
Registration Number:	1710077	CLODAGH
Registration Number:	0890481	COLLEEN
Registration Number:	1006369	COMERAGH
Registration Number:	3572642	CONNOISSEUR GOLD COLLECTION
Registration Number:	3374471	
Registration Number:	2345943	CROSSHAVEN
Registration Number:	1043574	CURRAGHMORE
Registration Number:	0913400	DONEGAL
Registration Number:	1488491	DUNLOE
Registration Number:	0889745	DUNMORE
Registration Number:	2290771	EDINBURGH CRYSTAL EST 1867
Registration Number:	0889743	EILEEN
Registration Number:	3151603	EVOLUTION BY WATERFORD
Registration Number:	0889744	GALTEE
Registration Number:	1488490	GLANDORE
Registration Number:	0889387	GLENCREE
Registration Number:	1006374	GLENGARRIFF
Registration Number:	0889389	GLENMORE
Registration Number:	2069508	GRENVILLE
Registration Number:	2310009	HARCOURT
Registration Number:	0899660	HIBERNIA
Registration Number:	2243362	HWH
Registration Number:	0889384	INNISFAIL
Registration Number:	0890477	KATHLEEN
Registration Number:	2350536	KELLS
Registration Number:	2278905	KELSEY

Registration Number:	0889386	KENMARE
Registration Number:	1006370	KILDARE
Registration Number:	1427527	KILRUSH
Registration Number:	1624907	KINCORA
Registration Number:	0889383	KINSALE
Registration Number:	0889385	KYLEMORE
Registration Number:	2278906	LEANA
Registration Number:	3174926	LIGHTSTYLES BY WATERFORD
Registration Number:	2373295	LISMORE
Registration Number:	2186815	LISMORE
Registration Number:	0890480	LISMORE
Registration Number:	1612976	
Registration Number:	1885600	LISSADEL
Registration Number:	2090837	LUCERNE
Registration Number:	1409473	MAEVE
Registration Number:	2993101	MARQUIS BY WATERFORD
Registration Number:	0889391	MAUREEN
Registration Number:	1480836	MOONCOIN
Registration Number:	2249662	OVERTURE
Registration Number:	2088966	PALLAS
Registration Number:	2355688	POWERSCOURT
Registration Number:	1043575	POWERSCOURT
Registration Number:	1427526	ROSCREA
Registration Number:	0890476	ROSSLARE
Registration Number:	1481638	ROSSMORE
Registration Number:	0889390	ROYAL TARA
Registration Number:	3401839	SEAHORSE
Registration Number:	3290559	
Registration Number:	3303073	
Registration Number:	3557616	
Registration Number:	1605607	SHANDON
Registration Number:	0889392	SHEILA
Registration Number:	1367686	SLANE
Registration Number:	1409474	TALL COLLEEN
Registration Number:	0889388	TEMPLEMORE

Registration Number:	3566461	THE CRYSTAL PAVILION
Registration Number:	0890475	TRALEE
Registration Number:	0890483	TRAMORE
Registration Number:	2892400	VINTAGE
Registration Number:	2751047	W
Registration Number:	3564745	WATERFORD
Registration Number:	3532841	WATERFORD
Registration Number:	1417635	WATERFORD
Registration Number:	1414135	WATERFORD
Registration Number:	1309956	WATERFORD
Registration Number:	3438863	WATERFORD
Registration Number:	2393891	WATERFORD
Registration Number:	2203273	WATERFORD
Registration Number:	1459373	WATERFORD
Registration Number:	1309714	WATERFORD
Registration Number:	2166133	WATERFORD
Registration Number:	2355690	WATERFORD
Registration Number:	1459173	WATERFORD
Registration Number:	0951941	WATERFORD
Registration Number:	3297227	WATERFORD
Registration Number:	3276087	WATERFORD
Registration Number:	2788341	WATERFORD
Registration Number:	3056140	WATERFORD
Registration Number:	1562487	WATERFORD CRYSTAL
Registration Number:	1577340	WATERFORD CRYSTAL
Registration Number:	1562118	WATERFORD CRYSTAL
Registration Number:	3071703	WATERFORD HOLIDAY HEIRLOOMS
Registration Number:	2239473	WATERFORD HOLIDAY HEIRLOOMS
Registration Number:	2898833	WATERFORD IRELAND
Registration Number:	3043212	WATERFORD
Registration Number:	2805962	WATERFORD VINEYARDS
Registration Number:	1744890	WATERFORD WEDGWOOD
Registration Number:	2402350	WATERFORD CRYSTAL
Registration Number:	1566992	WATERFORD CRYSTAL
Registration Number:	1598644	WATERFORD CRYSTAL

Registration Number:	2090835	WYNNEWOOD
Serial Number:	77057778	
Serial Number:	78914310	
Serial Number:	77195369	
Serial Number:	77260499	
Serial Number:	76134314	THE EDGE
Serial Number:	77179925	THE WATERFORD CRYSTAL PAVILION
Serial Number:	78972993	WATERFORD
Serial Number:	77504374	LISMORE
Serial Number:	78957224	THE HEALTHY KITCHEN
Serial Number:	77195400	WATERFORD
Serial Number:	77415692	WATERFORD
Serial Number:	78848992	WATERFORD
Registration Number:	2905590	CAPRICE

#### CORRESPONDENCE DATA

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212)446-4800  
 Email: hsmith@kirkland.com  
 Correspondent Name: Hayley M. Smith, Senior Legal Assistant  
 Address Line 1: Kirkland & Ellis LLP  
 Address Line 2: 153 East 53rd Street  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	WW - WW IRE TM (HS)
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//Hayley M. Smith//
Date:	03/27/2009

#### Total Attachments: 11

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Dated: 26 March 2009

**WATERFORD WEDGWOOD PLC**

**(in receivership)**

**and**

**DAVID CARSON**

**(as receiver of the Assignor)**

**and**

**WWRD IRELAND IPCO LLC**

**REGISTERED TRADE MARK DEED OF ASSIGNMENT  
(USA)**

**Linklaters**

One Silk Street  
London EC2Y 8HQ

Telephone (44-20) 7456 2000  
Facsimile (44-20) 7456 2222

Ref: D. Schubauer/L-163565

K&E 14329914.1

**TRADEMARK  
REEL: 003960 FRAME: 0420**

This Deed of Assignment is made on 26 March 2009 between:

- (1) **Waterford Wedgwood Plc (in receivership)**, a company incorporated in Ireland with registration number 11861, whose registered office is at Kilbarry, Waterford, Ireland (the "Assignor");
- (2) **David Carson** of Deloitte & Touche (the "Receiver"); and
- (3) **WWRD Ireland IPCo LLC**, a limited liability company incorporated under the laws of the State of Delaware, whose registered office is at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA (the "Assignee").

**Whereas:**

- (A) The Assignor is the owner of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign to the Assignee all of its rights, title and interest in and to the Trade Marks upon the terms set out in this Deed.

It is agreed as follows:

**1 Definitions**

In this Deed, "**Trade Marks**" means the registered trade marks and pending trade mark applications listed in the Schedule to this Deed, together with the goodwill represented by and associated with the Trade Marks (but no other goodwill).

**2 Assignment**

The Assignor hereby assigns to the Assignee such rights, title and interest as the Assignor has in and to the Trade Marks, including without limitation:

- 2.1 all rights of action, powers and benefits in respect of the Trade Marks; and
- 2.2 the right to seek and recover damages and all other remedies for any past infringement of the Trade Marks,

in each case as the Assignor has in or to the Trade Marks.

**3 Further Assurance**

The Assignor shall, at the Assignee's request and expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee.

**4 Exclusion of Warranties**

The Assignor assigns to the Assignee such rights as it may have in the Trade Marks but excludes all warranties (express and/or implied) in relation thereto.

**5 Whole Agreement**

This Deed contains the whole agreement between the parties relating to its subject matter at the date of this Deed.



## **6 Execution by the Receiver**

The Receiver has entered into and signed this Deed as agent for the Assignor and neither the Receiver, the Receiver's business organisation, its members or partners or their representatives shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor; or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any deed, document or assurance made pursuant to this Deed.

## **7 Governing Law and Jurisdiction**

**7.1** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

**7.2** The parties irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that, accordingly, any legal action or proceedings arising out of or in connection with this Deed may be brought in these courts.

## **8 Invalidity**

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall, to that extent, be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

## **9 Counterparts**

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

**In witness whereof**, this Deed has been signed as a deed and delivered on the date stated at the beginning.

**SIGNED, SEALED and DELIVERED** as a  
**DEED** on behalf of **Waterford Wedgwood  
Plc** (in receivership) acting by its Receiver  
(acting as agent and without personal  
liability)

}

David Carson

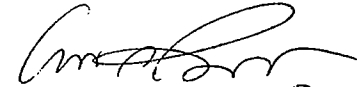


in the presence of:  
Witness's Signature:

Name:

Address:

Occupation:

  
CRISTIANO PETTINEU  
ONE SILM STREET  
EC2Y 8HQ

**SIGNED, SEALED and DELIVERED** as a  
**DEED** by David Carson

}

David Carson



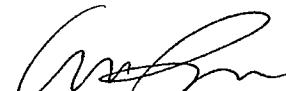
the Receiver, without personal liability, in the  
presence of:

Witness's Signature:

Name:

Address:

Occupation:

  
CRISTIANO PETTINEU  
ONE SILM STREET  
EC2Y 8HQ  
Lawyer

**SIGNED and DELIVERED** as a **DEED** by  
**WWRD Ireland IPCo LLC** acting by  
**Jay Bernstein** who, in accordance  
with the laws of the State of Delaware,  
is an authorised representative acting  
under the authority of the company

}

**SIGNED, SEALED and DELIVERED** as a  
**DEED** on behalf of **Waterford Wedgwood  
Plc** (in receivership) acting by its Receiver  
(acting as agent and without personal  
liability)

}

in the presence of:  
Witness's Signature:

Name:

Address:

Occupation:

**SIGNED, SEALED and DELIVERED** as a  
**DEED** by **David Carson**

}

the Receiver, without personal liability, in the  
presence of:

Witness's Signature:

Name:

Address:

Occupation:

**SIGNED and DELIVERED** as a **DEED** by  
**WWRD Ireland IPCo LLC** acting by  
**Jay Bernstein** who, in accordance  
with the laws of the State of Delaware,  
is an authorised representative acting  
under the authority of the company

}



## Schedule

### The Trade Marks

Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
ADARE	Registered	889741	21 Apr 1970	21
ALANA	Registered	890479	05 May 1970	21
ARAGLIN	Registered	1426618	27 Jan 1987	21
ARAGLIN PATTERN (Design Only)	Registered	2340840	11 Apr 2000	21
ARDREE	Registered	1426617	27 Jan 1987	21
ASHBOURNE	Registered	1430289	24 Feb 1987	21
ASHLING	Registered	890484	05 May 1970	21
ASHWORTH	Registered	2310008	18 Jan 2000	21
AVOCA	Registered	1371331	19 Nov 1985	21
BALLYLEE	Registered	2,090,839	26 Aug 1997	21
BALLYMORE	Registered	1626015	04 Dec 1990	21
BALLYSHANNON	Registered	1430288	24 Feb 1987	21
BOYNE	Registered	890482	05 May 1970	21
CAPRICE	Registered	2905590	30 Nov 2004	21
CARDIFFE	Registered	2345944	25 Apr 2000	21
CARINA	Registered	1771503	18 May 1993	21
CARLETON GOLD	Registered	2092836	02 Sep 1997	21
CASHEL	Registered	890478	05 May 1970	21
CASHS	Registered	1288972		16, 46
CASTLEMAINE	Registered	1686463	12 May 1992	21
CASTLETOWN	Registered	1044200	20 Jul 1976	21
CLARA	Registered	1624906	27 Nov 1990	21
CLARE	Registered	889742	21 Apr 1970	21
CLODAGH	Registered	1710077	25 Aug 1992	21
COLLEEN	Registered	890481	05 May 1970	21
COMERAGH	Registered	1006369	11 Mar 1975	21

Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
CONNOISSEUR GOLD COLLECTION	Registered	3572642	10 Feb 2009	21
CONNOISSEUR GOLD STEMWARE TRADE DRESS (Design Only)	Registered	3,374,471	22 Jan 2008	21
CROSSHAVEN	Registered	2345943	25 Apr 2000	21
CURRAGHMORE	Registered	1043574	13 Jul 1976	21
DONEGAL	Registered	913400	08 Jun 1971	21
DUNLOE	Registered	1488491	17 May 1988	21
DUNMORE	Registered	889745	21 Apr 1970	21
EDINBURGH CRYSTAL	Registered	2290771	09 Nov 1999	21
EILEEN	Registered	889743	21 Apr 1970	21
EVOLUTION BY WATERFORD	Registered	3151603	03 Oct 2006	21
GALTEE	Registered	889744	21 Apr 1970	21
GLANDORE	Registered	1488490	17 May 1988	21
GLENCREE	Registered	889387	14 Apr 1970	21
GLENGARRIFF	Registered	1006374	11 Mar 1975	21
GLENMORE	Registered	889389	14 Apr 1970	21
GRENVILLE	Registered	2069508	10 Jun 1997	21
HARCOURT	Registered	2310009	18 Jan 2000	21
HIBERNIA	Registered	899660	29 Sep 1970	21
HWH LOGO	Registered	2243362	04 May 1999	21, 28
INNISFAIL	Registered	889384	14 Apr 1970	21
KATHLEEN	Registered	890477	05 May 1970	21
KELLS	Registered	2350536	16 May 2000	21
KELSEY	Registered	2278905	21 Sep 1999	21
KENMARE	Registered	889386	14 Apr 1970	21
KILDARE	Registered	1006370	11 Mar 1975	21
KILRUSH	Registered	1427527	03 Feb 1987	21
KINCORA	Registered	1624907	27 Nov 1990	21
KINSALE	Registered	889383	14 Apr 1970	21

Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
KYLEMORE	Registered	889385	14 Apr 1970	21
LEANA	Registered	2278906	21 Sep 1999	21
LIGHTSTYLES BY WATERFORD	Registered	3,174,926	21 Nov 2006	4
LISMORE	Registered	2,373,295	01 Aug 2000	21
LISMORE	Registered	2,186,815	01 Sep 1998	16
LISMORE	Registered	890,480	05 May 1970	21
LISMORE	Pending ITU	77/504374	20 Jun 2008	
LISMORE (suite pattern) Design Only	Registered	1612976	11 Sep 1990	21
LISSADEL	Registered	1885600	21 Mar 1995	21
LUCERNE	Registered	2090837	26 Aug 1997	21
MAEVE	Registered	1409473	16 Sep 1986	21
MARQUIS BY WATERFORD	Registered	2993101	06 Sep 2005	31, 39
MAUREEN	Registered	889391	14 Apr 1970	21
MOONCOIN	Registered	1480836	15 Mar 1988	21
OVERTURE	Registered	2249662	01 Jun 1999	21
PALLAS	Registered	2088966	19 Aug 1997	21
POWERSCOURT	Registered	2355688	06 Jun 2000	21
POWERSCOURT	Registered	1043575	13 Jul 1976	21
ROSCREA	Registered	1427526	03 Feb 1987	21
ROSSLARE	Registered	890476	05 May 1970	21
ROSSMORE	Registered	1481638	22 Mar 1988	21
ROYAL TARA	Registered	889390	14 Apr 1970	21
SEAHORSE (Word Mark)	Registered	3401839	25 Mar 2008	11, 20, 21
SEAHORSE DEVICE	Pending	77/057778	6 Dec 2006	29, 30
SEAHORSE DEVICE	Pending	78/914310	22 Jun 2006	3
SEAHORSE DEVICE	Pending	77/195369	1 Jun 2007	07, 08, 09, 11, 21
SEAHORSE DEVICE	Pending	77/260499	21 Aug 2007	20

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Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
SEAHORSE DEVICE	Registered	3290559	11 Sep 2007	24
SEAHORSE DEVICE	Registered	3303073	02 Oct 2007	4
SEAHORSE DEVICE (Design Only)	Registered	3557616	6 Jan 2009	33
SHANDON	Registered	1605607	10 Jul 1990	21
SHEILA	Registered	889392	14 Apr 1970	21
SLANE	Registered	1367686	29 Oct 1985	21
TALL COLLEEN	Registered	1409474	16 Sep 1986	21
TEMPLEMORE	Registered	889388	14 Apr 1970	21
THE CRYSTAL PAVILION	Registered	3566461	27 Jan 2009	35, 39, 41, 43, 45
THE EDGE	Pending	76/134314	25 Sep 2000	21
THE HEALTHY KITCHEN	Pending ITU	78/957224	06 Sep 2006	
THE WATERFORD CRYSTAL PAVILION	Pending	77179925	14 May 2007	35, 39, 41, 43, 45
TRALEE	Registered	890475	05 May 1970	21
TRAMORE	Registered	890483	05 May 1970	21
VINTAGE	Registered	2892400	10 Sep 2008	21
W LOGO	Registered	2,751,047	12 Aug 2003	14, 21
WATERFORD	Registered	3564745	20 Jan 2009	3
WATERFORD	Pending	78/972993	13 Sep 2006	33
WATERFORD	Registered	3532841	18 Nov 2008	20, 24, 27
WATERFORD	Pending ITU	77/195400	01 Jun 2007	07, 08, 09, 11, 21
WATERFORD	Registered	1417635	18 Nov 1986	34
WATERFORD	Registered	1414135	21 Oct 1986	11
WATERFORD	Registered	1309956	18 Dec 1984	16
WATERFORD	Registered	3,438,863	03 Jun 2008	29, 30
WATERFORD	Registered	2393891	10 Oct 2000	14
WATERFORD	Registered	2203273	10 Nov 1998	24
WATERFORD	Registered	1459373	29 Sep 1987	28

Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
WATERFORD	Registered	1309714	18 Dec 1984	8
WATERFORD	Registered	2166133	16 Jun 1998	16
WATERFORD	Registered	2355690	06 Jun 2000	21
WATERFORD	Registered	1459173	29 Sep 1987	14
WATERFORD	Registered	951941	30 Jan 1973	21
WATERFORD	Registered	3,297,227	25 Sep 2007	33
WATERFORD	Registered	3276087	07 Aug 2007	4
WATERFORD	Registered	2,788,341	02 Dec 2003	08, 14
WATERFORD	Registered	3056140	31 Jan 2006	31, 39
WATERFORD	Pending ITU	77415692	21 Nov 2008	20
WATERFORD	Pending ITU	78/848992	29 Mar 2006	11
WATERFORD	Pending ITU	77/415692	21 Nov 2008	20
WATERFORD	Pending ITU	78/848992	29 Mar 2006	11
WATERFORD CRYSTAL WITH SEAHORSE DEVICE	Registered	1562487	24 Oct 1989	34
WATERFORD CRYSTAL WITH SEAHORSE DEVICE	Registered	1577340	16 Jan 1990	8
WATERFORD CRYSTAL WITH SEAHORSE DEVICE	Registered	1562118	24 Oct 1989	16
WATERFORD HOLIDAY HEIRLOOMS	Registered	3071703	21 Mar 2006	31, 39
WATERFORD HOLIDAY HEIRLOOMS &	Registered	2239473	13 Apr 1999	21, 28
WATERFORD IRELAND	Registered	2898833	02 Nov 2004	14
WATERFORD IRELAND SANDBLAST DEVICE	Registered	3,043,212	17 Jan 2006	11, 20, 21
WATERFORD VINEYARDS	Registered	2805962	13 Jan 04	33



Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
WATERFORD WEDGWOOD	Registered	1744890	05 Jan 1993	42
WATERFORD WITH SEAHORSE DEVICE	Registered	2402350	07 Nov 2000	21
WATERFORD WITH SEAHORSE DEVICE	Registered	1566992	21 Nov 1989	11
WATERFORD WITH SEAHORSE DEVICE	Registered	1598644	29 May 1990	21
WYNNEWOOD	Registered	2,090,835	26 Aug 1997	21