

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WEDGWOOD LIMITED		03/26/2009	COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	WWRD IPCO LLC
<b>Street Address:</b>	2711 Centerville Road
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2981375	
Registration Number:	2749134	JASPER
Registration Number:	0062522	
Registration Number:	1475007	QUEEN'S WARE
Registration Number:	2417859	W
Registration Number:	3372695	WEDGWOOD
Registration Number:	0060198	WEDGWOOD
Registration Number:	2013151	WEDGWOOD
Registration Number:	1761413	WEDGWOOD
Registration Number:	1756733	WEDGWOOD
Registration Number:	1685486	WEDGWOOD
Registration Number:	1471030	WEDGWOOD
Registration Number:	1425444	WEDGWOOD

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Registration Number:	1033919	WEDGWOOD
Registration Number:	3515559	WEDGWOOD
Registration Number:	2355371	WEDGWOOD GRAND GOURMET
Registration Number:	2856666	WEDGWOOD GRAND GOURMET
Registration Number:	1444192	

**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:	WEDGWOOD LTD-WWRD TM (HS)
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//hayley m. smith//
Date:	03/27/2009

**Total Attachments: 6**  
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Dated: *26* March 2009

**WEDGWOOD LIMITED**

**(in administration)**

and

**ANGUS MARTIN, NEVILLE KAHN, NICHOLAS DARGAN and DOMINIC WONG**

**(as joint administrators of the Assignor)**

and

**WWRD 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 14332318.1

**TRADEMARK  
REEL: 003960 FRAME: 0492**

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

- (1) **Wedgwood Limited (in administration)**, a company incorporated in England and Wales with registration number 00044052, whose registered office is at Barlaston, Stoke on Trent, Staffordshire ST12 9ES (the "**Assignor**");
- (2) **Angus Martin, Neville Kahn, Nicholas Dargan and Dominic Wong** all of Deloitte LLP of Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR (the "**Administrators**"); and
- (3) **WWRD 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 Administrators**

The Administrators have entered into and signed this Deed as agents for the Assignor and neither they, their 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 and DELIVERED** as a DEED on behalf of **Wedgwood Limited** (in administration) by

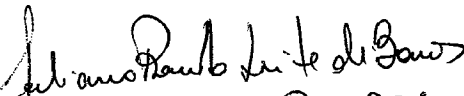
} 

**ANGUS MARTIN**

one of the Administrators (as its agent and without personal liability) pursuant to the powers conferred under the Insolvency Act 1986

in the presence of:

Witness's Signature:



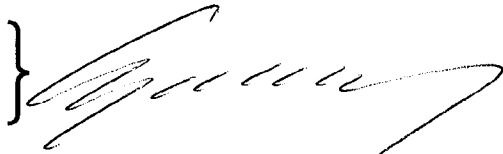
Name: **JULIANA LEITE DE BARROS**

Address: **1 SILK STREET, LONDON EC2Y 8HQ**

Occupation:

**TRAINEE SOLICITOR**

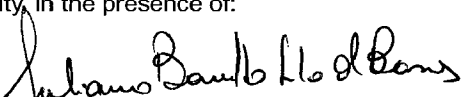
**SIGNED and DELIVERED** as a DEED by

} 

**ANGUS MARTIN**

one of the Administrators on behalf of them, without personal liability, in the presence of:

Witness's Signature:



Name: **JULIANA LEITE DE BARROS**

Address: **1 SILK STREET, LONDON EC2Y 8HQ**

Occupation:

**TRAINEE SOLICITOR**

**SIGNED and DELIVERED** as a DEED by

}

**WWRD 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 and DELIVERED as a DEED on behalf of Wedgwood Limited (in administration) by**

}

one of the Administrators (as its agent and without personal liability) pursuant to the powers conferred under the Insolvency Act 1986

in the presence of:  
Witness's Signature:

Name:

Address:

Occupation:

**SIGNED and DELIVERED as a DEED by**

}

one of the Administrators on behalf of them, without personal liability, in the presence of:

Witness's Signature:

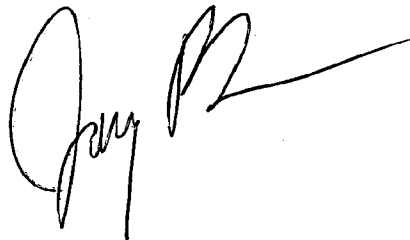
Name:

Address:

Occupation:

**SIGNED and DELIVERED as a DEED by WWRD 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
Design Only (Clock)	Registered	2981375	02 Aug 2005	14
JASPER	Registered	2749134	26 Jul 1943	21
PORTLAND VASE	Registered	62522	12 Aug 2003	30
QUEENSWARE	Registered	1475007	14 May 1907	21
W LOGO	Registered	2417859	02 Feb 1988	14, 21
WEDGWOOD	Registered	3372695	02 Jan 2001	8, 21
WEDGWOOD	Registered	60198	22 Jan 2008	21
WEDGWOOD	Registered	2013151	29 Jan 1907	30
WEDGWOOD	Registered	1761413	05 Nov 1996	21
WEDGWOOD	Registered	1756733	30 Mar 1993	14
WEDGWOOD	Registered	1685486	09 Mar 1993	30
WEDGWOOD	Registered	1471030	05 May 1992	42
WEDGWOOD	Registered	1425444	29 Dec 1987	6
WEDGWOOD	Registered	1033919	20 Jan 1987	21
WEDGWOOD	Registered	3515559	14 Oct 2008	28
WEDGWOOD	Registered	3372695	22 Jan 2008	8, 21
WEDGWOOD BLUE (COLOUR)	Pending	76/424151	17 Feb 1976	14, 21
WEDGWOOD GRAND GOURMET	Registered	2355371	24 Jun 2002	21
WEDGWOOD GRAND GOURMET	Registered	2856666	06 Jun 2000	24
WHITE ON BLUE JASPER DESIGNS	Registered	1444192	22 Jun 2004	21