

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Portmeirion Potteries Limited

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Corporation under the laws of England and Wales

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) April 23, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Burdale Financial Limited

Internal

Address: _____

Street Address: 53 Queen Anne Street

City: London

State: _____

Country: England and Wales Zip: W1G9HP

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Company Citizenship England and Wales

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)

See attached Schedule 1

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: Ellen M. Allen

Internal Address: _____

Street Address: Otterbourg Steindler Houston & Rosen PC
230 Park Avenue, 30th Floor

City: New York

State: New York

Zip: 10169-0075

Phone Number: 212-661-9100 ext 865

Fax Number: 212-68206104

Email Address: _____

6. Total number of applications and registrations involved:

33

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

\$1840.00

- ☒ Authorized to be charged to credit card
☐ Enclosed

8. Payment Information:

Last 4 #'s 5683
Exp Dt 11/09

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

5/14/2009

Date

Ellen M. Allen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$840.00 1284365

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

TRADEMARKS
(with Application/Registration numbers, as applicable)

Trademark	Registration Number	Registration Date
BOTANIC GARDEN	1284365	July 3, 1984
BOTANIC GARDEN	1654937	August 27, 1991
PORTMEIRION	1233605	April 5, 1983
PORTMEIRION	1656295	September 10, 1991
POMONA	1671775	January 14, 1992
THE SEASONS COLLECTION	2523900	January 1, 2002
THE HOLLY AND THE IVY	2850016	June 8, 2004
PORTMEIRION Logo	2749376	August 12, 2003
THE HOLLY & THE IVY	2009217	October 15, 1996
STAWBERRY FAIR	3070468	March 21, 2006
FIRE AND ICE	3274363	07 Aug 2007
APPLE HARVEST	3254941	26 June 2007
Cloverleaf	859813	September 29, 2005
Cloverleaf & Device	834337	7 April, 2005
Cloverleaf & Device New Form	1927219	October 17, 1995
Manorcroft	881030	October 19, 2005
Manorcroft Logo	882504	October 19, 2005
Pimpernel	1317116	January 29, 1985
THE BLUE ROOM COLLECTION	2358946	
THE BLUE ROOM COLLECTION	2369808	

Trademark	Registration Number	Registration Date
SPODE	1883499	
SPODE	2949490	
SPODE	214849	
SPODE CHRISTMAS TREE	2036314	
ROYAL WORCESTER	2795087	
HOLLY RIBBONS	2799456	
WORCESTER HERBS	2334113	
ROYAL WORCESTER (STYLISTED)	17953	
EVESHAM	2499349	
EVESHAM	1786496	
ROYAL WORCESTER	1821373	
CROWN DEVICE	988210	
CROWN DEVICE	99927	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of April 23, 2009, is by and between PORTMEIRION POTTERIES LIMITED, a corporation organized under the laws of England and Wales with a registration number of 00417484 ("Grantor"), and BURDALE FINANCIAL LIMITED, a company organized under laws of England and Wales, having an office at 53 Queen Anne Street, London W1G 9HP, England ("Secured Party") pursuant to the Facility Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor, certain affiliates of Grantor party to the Facility Agreement as Borrowers (as defined therein) and as Guarantors (as defined therein), and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Borrowers, all as set forth in the Facility Agreement, dated of even date herewith, by and among, Borrowers, Guarantors, and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Facility Agreement"), and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Facility Agreement, and the Trademark Security Agreement as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Finance Documents"); and

WHEREAS, under the terms of the Debenture (as defined in the Facility Agreement) executed on or about the date hereof between Grantor and Lender, Grantor has granted a security interest in certain property, including, without limitation, certain of its Business Intellectual Property Rights (as defined in the Debenture), to the Secured Party, to secure the payment and performance of the Obligations and has agreed as a condition of the Facility Agreement to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Facility Agreement and in the Debenture and, in the event of an inconsistency among them, the Facility Agreement shall control over this Trademark Security Agreement;

WHEREAS, in order to induce Secured Party to enter into the Facility Agreement and the Finance Documents and to make loans and advances and provide other financial accommodations to Grantor and the other Borrowers pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** Except as otherwise defined in this Trademark Security Agreement, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Facility Agreement or in the Debenture (as applicable).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(c) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(e) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(f) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are one and the same as those liens and security interests granted to Secured Party in the Trademark Collateral pursuant to the Debenture. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture and in the Facility Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Debenture or the Facility Agreement, the provisions of the Debenture or the Facility Agreement (as applicable) shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Secured Party under the Finance Documents.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of

New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

PORTMEIRION POTTERIES LIMITED

By: _____

Name: _____

Title: _____

**BURDALE FINANCIAL LIMITED,
as Secured Party**

By: *S. J. Chait*

Name: S. J. CHAIT

Title: DIRECTOR

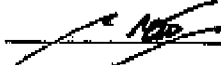
By: *N. B. Hogg*

Name: N. B. HOGG

Title: DIRECTOR

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

PORTMEIRION POTTERIES LIMITED

By: 
Name: B. W. J. Pinner
Title: Director

BURDALE FINANCIAL LIMITED,
as Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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CROWN DEVICE	988210	
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**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that PORTMEIRION POTTERIES LIMITED, a corporation organized under the laws of England and Wales with a registration number of 00417484 ("Debtor"), having an office at _____, hereby appoints and constitutes, BURDALE FINANCIAL LIMITED ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement (as defined below)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and may not be revoked until the payment in full of all Debtor's "Obligations", as such quoted term is defined in the Security Agreement.

April __, 2009

PORTMEIRION POTTERIES LIMITED

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of April, 2009 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Portmeirion Potteries Limited, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public