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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1/18

44052

Name of company

* Wedgwood Limited (the "Company")

Date of creation of the charge

20 December 2005

Description of the instrument (if any) creating or evidencing the charge (note 2)

T Security Agreement for Intellectual Property (made between (1) the Company, (2) Josiah Wedgwood & Sons Limited and (3) Bank of America, N.A. (the "Security Trustee"))

Amount secured by the mortgage or charge

T 10 All present and future indebtedness, obligations and liabilities of every nature of each Obligor from time to time owed to the Security Trustee as the Parallel Debt under the Intercreditor and Security Trust Agreement and the Credit Documents, whether for principal, interest, fees, expenses, indemnification or otherwise (the "Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

✓ Bank of America, N.A., Business Capital, 335 Madison Avenue, New York, New York 10017, United States of America.

Postcode

Presentor's name address and reference (if any):

WINSTON & STRAWN LONDON
Bucklersbury House
3 Queen Victoria Street
London EC4N 8NH

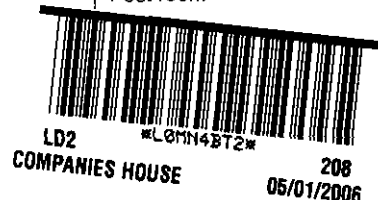
RNJ

Time critical reference

82000.145/Wedg Ltd Japan IP

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The registered Intellectual Property of the Company specified in Schedule II-A to the Security Agreement for Intellectual Property or in the schedule to any deed of accession entered into by any person acceding to the Security Agreement for Intellectual Property in accordance with the terms thereof, including, but not limited to, any such registered Intellectual Property of the Company listed in Schedule II-B to the Security Agreement for Intellectual Property or in the schedule to any such deed of accession.

Please see Schedule 1 to this form 395 for definitions used.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Winston & Strawn LLP

Date 5 January 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

DEFINITIONS OF TERMS USED IN
FORM 395 AS USED IN THE SECURITY
AGREEMENT FOR INTELLECTUAL
PROPERTY

Credit Documents: has the meaning given to it in the Intercreditor and Security Trust Agreement, and includes each document evidencing or creating a facility extended by any of the creditors thereunder to any of the Obligors, each document putting in place a security interest in relation thereto, and any other document designated as such by the Security Trustee and Waterford Wedgwood plc.;

Intellectual Property: has the meaning given to it in two deeds of debenture dated on or about the date of the Security Agreement for Intellectual Property by, amongst others, Waterford Wedgwood PLC and the Security Trustee, and by, amongst others, the Company and the Security Trustee, being any and all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), business names, trade names, brand names, domain names, (and the rights of a registrant therein) copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

Intercreditor and Security Trust Agreement: means the intercreditor and security trust agreement dated on or about 20 December 2005 by and among the Obligors (as specified therein), the Security Trustee, The Bank of New York, London and the Senior Lenders (as specified and defined therein);

Obligors: has the meaning given to it in the Intercreditor and Security Trust Agreement;

Parallel Debt: has the meaning given to it the Intercreditor and Security Trust Agreement;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00044052

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY DATED THE 20th DECEMBER 2005 AND CREATED BY WEDGWOOD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO BANK OF AMERICA, N.A. UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2006.

P. D. am



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES