

# M

## 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

[ / ]

58357

Name of company

\* Royal Doulton (UK) Limited (the "Grantor")

Date of creation of the charge

3 March 2005

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

Trademark Security Agreement (the "Agreement")

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent, and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Creditors or any of them under the Credit Documents.

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

Wachovia Bank, National Association (the "Security Trustee"), 1 Wachovia Centre, 301 South College Street, Charlotte, North Carolina, USA,

Postcode 28288-0013

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

Nabarro Nathanson  
Lacon House  
Theobald's Road  
London  
WC1X 8RW

KAA.3002903

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Grantor granted a first priority lien on and security interest in and to all of the Grantor's rights, title and interest in, to and under the following (together the "**Trademark Collateral**"):

- a. all of the trademarks referred to in exhibit A to the Agreement 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;
- b. all licenses associated with the use of any of such trademarks; and
- c. all products and proceeds of the foregoing, including without limitation any claim by or accruing to the 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.

Please do not  
write in  
this margin

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

95

Particulars as to commission allowance or discount (note 3)

Nil

Signed Nelson Nathanson

Date 11 March 2005

On behalf of ~~XXXXXX~~ ~~XXXXXXXXXX~~ (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

**Rider 1 to attach to Form M395**

**Royal Doulton (UK) Limited (Company Number 58357)**

**TRADEMARK SECURITY AGREEMENT**

**Definitions**

In this Form 395:

**"Credit Documents"** means each document evidencing or creating a Facility and each security document designated as such by the Security Trustee or Waterford Wedgwood plc;

**"Creditors"** means the agent from time to time under the Facility Agreement, Wachovia Bank, National Association, the Bank of New York, GE European Leveraged Loans Limited, Bank of America NA, The CIT Group/Commercial Services Inc, Wells Fargo Foothill LLC, UBS Limited and Suberasu Japan Investments II B.V. as senior lenders, and any lending institutions which accede to the Intercreditor Agreement as senior lenders or ancillary facility providers and the Bank of New York, London as trustee for itself and the holders from time-to-time of any notes issued under a high yield bond indenture dated 1 December 2003;

**"Facility Agreement"** means a facility agreement dated 30 September 2004 between Waterford Wedgwood plc, certain of its affiliates named therein, Burdale Financial Limited as predecessor to the Security Trustee and certain other financial institutions named therein;

**"Facilities"** means the facility provided on the terms of the Facility Agreement or any ancillary facility (including any refinancing of them) and the high yield bond facility (and **"Facility"** means any one of them);

**"Intercreditor Agreement"** means an intercreditor and security trust agreement dated 30 September 2004 between Waterford Wedgwood plc, its subsidiaries named therein, Burdale Financial Limited as predecessor to the Security Trustee, the Bank of New York, London as high yield bonds trustee and the Creditors; and

**"Obligors"** means Waterford Wedgwood plc, its subsidiary obligors, any additional obligors, any borrower under or guarantor of any of the Facilities, any security provider, high yield bond issuer and any high yield bond guarantors under the high yield bond indenture (and **"Obligor"** means any one of them).

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00058357

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRADEMARK SECURITY AGREEMENT DATED THE 3rd MARCH 2005 AND CREATED BY ROYAL DOULTON (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE CREDITORS OR ANY OF THEM 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 14th MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MARCH 2005.

*P Dwyer*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES