

403a

Declaration of satisfaction in full or in part of mortgage or charge

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

**To the Registrar of Companies
(Address overleaf)**

For official use Company number

58357

Name of company

* Insert full name
of company

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

1, GARRY ELLIOT BARNES
of 10 BELVEDERE GARDENS TETTERHALL WOLVERHAMPTON

† Delete as appropriate

† Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ The date of registration may be confirmed from the certificate

a Insert brief details of property

I, a director / the secretary, ~~of the above company~~, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in (full) ~~(full)~~

Date and Description of charge †	Trademark security agreement dated 3 March 2005
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Date of Registration \$ 14 March 2005

Name and address of [chargee] XXXXXXXXXXXXXXXXXXXXXXXX

Wachovia Bank N.A., 1 Wachovia Centre, 301 South College Street,
Charlotte, North Carolina, 28288-0013, USA

Short particulars of property charged &
please see attached schedule

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at SIR HENRY DOULTON Declarant to sign below
HOUSE ETRURIA STONE ON TRENT

Day Month Year
on 06 01 2006

before me C. J. H. H.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

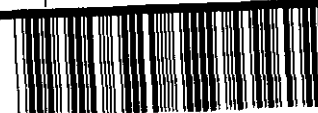
Presentor's name, address and
reference (if any):

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

70-20449764

For official use
Mortgage section

Post room



A08
COMPANIES HOUSE

47
23/01/2006

Schedule to Form 403a - Short Particulars of Property 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:

- (a) All of the trademarks referred to in Exhibit A to the trademark security agreement including without limitation all common law rights therein, all registrations therefor, and all of the goodwill of the business connected with the use of, and symbolised by, such trademarks;
- (b) All licences 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.