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

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

395

A fee of £13¹ is payable to Companies House in respect
of each register entry for a mortgage or charge.

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 "Chargor")

Date of creation of the charge

3 March 2005

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

Deed of Accession to a Security Agreement for Intellectual Property (the
"Deed of Accession")

Amount secured by the mortgage or charge

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

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: 3003559

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Chargor granted the right to the Security Trustee to claim assignment of the IPR Collateral as a payment in substitute to the Security Trustee in order to create a first priority security interest in and upon the IPR Collateral to secure the payment of all of the Secured Obligations.

Restrictions

The Chargor will not directly or indirectly:

- (i) create, incur, assume or permit to exist any Lien on or with respect to the IPR Collateral or any proceeds thereof; or
- (ii) register, grant, transfer, assign, license or otherwise give any right to or with respect to IPR Collateral or proceeds thereof to any person.

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

95

Particulars as to commission allowance or discount (note 3)

Nil

Signed Nabarro Nathanson

Date 11 March 2005

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

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

† delete as appropriate

Notes

- 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

Schedule to attach to form 395 by
ROYAL DOULTON (UK) LIMITED (company number 58357)
Deed of Accession to a Security Agreement for Intellectual Property

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 and Security Trust 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;

“IPR Collateral” means the registered intellectual property of the Chargor specified in Schedule I to the Deed of Accession including but not limited to the specified IPR Collateral as set out in Schedule II to the Deed of Accession;

“Lien” means any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing;

“Obligors” means Waterford Wedgwood plc, its subsidiary obligors, any additional obligor, any borrowers under or guarantors of, any of the Facilities, any security provider and any high yield bond guarantors (relating to a High Yield Bond Indenture dated 1 December 2003 between the relevant obligors, the Bank of New York, London and Kredietbank S A Luxembourgeoise) (and **“Obligor”** means any one of them); and

“Parallel Debt” means the obligations of Waterford Wedgwood plc and the Obligors towards each or any of the Creditors under each and any Credit Document owed to the Security Trustee as joint creditor.

FILE COPY



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 DEED OF ACCESSION TO A SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY 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 WACHOVIA BANK, NATIONAL ASSOCIATION (THE SECURITY TRUSTEE) 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. Durr



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES