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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 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)

Name of company

* ROYAL DOULTON (UK) LIMITED (the "Company")

Date of creation of the charge

7 February 2006

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

Deed of assignment dated 7 February 2006 between the Company and Bank of America, N.A. (the "Deed").

Amount secured by the mortgage or charge

All amounts (whether of principal, interest, fees or otherwise) which are or at any time may be or become due from or owing by Waterford Wedgwood plc and certain of its affiliates (the "Borrowers") named in a facilities agreement dated 10 December 2005 made among others, by and between (1) the Borrowers, (2) certain affiliates of Waterford Wedgwood plc named therein as Guarantors and (3) Bank of America, N.A. and certain other financial institutions as Lenders (the "Facility Agreement") to certain Creditors whether actually or contingently under or pursuant to certain Finance Documents (as defined in the Facility Agreement) (the "Secured Obligations").

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

Bank of America, N.A., 5 Canada Square, London

Postcode E14 5AQ

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

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

RNJ/82000.145/RD UK Deed

Time critical reference

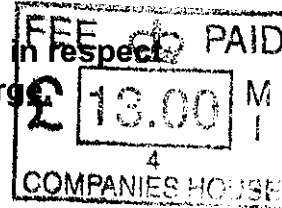
For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

486
24/02/2006



For official use

Company number

58357

395

Short particulars of all the property mortgaged or charged

All trade marks of the Company registered in Indonesia particulars of which appear in the Schedule to the Deed (see Schedule 1 to this Form 395 for details) together with all other trademark rights of the Company in Indonesia, including without limitation, unregistered trade marks.

See Schedule 2 for definitions of terms used in this 395 and in Schedule 1.

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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 23 February 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)

† 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

**SHORT PARTICULARS OF PROPERTY
MORTGAGED OR CHARGED**

Trade Mark	Number	Renewal Date	Class	Status
Doulton Everyday	451353	07.06.2008	21	Registered
Doulton International	358143	24.03.2005	21	Registered
Minton	399010	01.02.2008	16	Registered
Minton	399009	06.02.2008	21	Registered
Royal Albert	328018			Registered
Royal Albert	562062	12.11.2013	21	Registered
Royal Doulton	399008	06.02.2008	21	Registered
Royal Doulton	399007	06.02.2008	16	Registered
Old Country Roses	2005-001115	N/A		Application

**DEFINITIONS OF TERMS USED IN
FORM 395 OR SCHEDULE 1**

Ancillary Facility Provider: means the financial institutions that become party to the Facility Agreement as ancillary facility providers;

Creditors: means the senior lenders under the Facility Agreement, any ancillary banks which accede to the Intercreditor Agreement as Ancillary Facility Providers, the agent from time to time under the Facility Agreement and The Bank of New York, London as trustee for itself and other bond holders of any notes issued under the High Yield Indenture;

High Yield Indenture: means the mezzanine indenture dated as of 1 December 2003 made between, among others, Waterford Wedgwood plc and The Bank of New York as trustee, with respect to the high yield bond as amended, amended and restated or supplemented from time to time; and

Intercreditor Agreement: means the Intercreditor and Security Trust Agreement dated 20 December 2005 among Waterford Wedgwood plc (1), the subsidiaries named therein (2), Bank of America, N.A. as intercreditor agent and as security trustee (3) The Bank of New York, (4) and the Creditors named therein (5).

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 ASSIGNMENT DATED THE 7th FEBRUARY 2006 AND CREATED BY ROYAL DOULTON (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM WATERFORD WEDGWOOD PLC AND CERTAIN OF ITS AFFILIATES (THE BORROWERS) TO CERTAIN CREDITORS ON ANY ACCOUNT WHATSOEVER 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 24th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2006.

P. A.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES