

M

403a

Please do not
write in
this margin

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

For official use Company number

5

58357

Name of company

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

1, GARRY ELLIOT BARNES
of 10 BELVEDERE GARDENS TETTENHALL WOLLERHAMPTON

† Delete as appropriate

~~/a director/the secretary~~ [XXXXXXXXXXXXX XXXXXXXXXX]† 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) ~~(part)~~ (part) of

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

Date and Description of charge ‡	Security Assignment Agreement dated 3/3/05
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Date of Registration \$ 14/03/05

[illegible]

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

5 The date of registration may be confirmed from the certificate

Short particulars of property charged & please see attached schedule

8 Insert brief details of property

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 STROKE ON TRENT

Day Month Year
on 06 01 2006

before me C. J. F. F. F.

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 *AE7
COMPANIES HOUSE

23/01/2006

Schedule to Form 403a - Short Particulars of Property Charged

The Chargor transferred and assigned any and all title claims and rights in all present and future intellectual property rights in each case whether registered or not, presently or in the future owned including:

1. all present trademarks, patents, utility models, designs and domain names including those set out in Schedule 1 to the Security Assignment Agreement;
2. all future trademarks, patents, utility models, designs and domain names including those set out in the list of future IP rights set out in clause 1.2a of the Security Assignment Agreement;
3. all present and future rights to or resulting from the registration of any trademark, patent, utility model and/or design filed or which will be filed by the Chargor;
4. all rights of use for computer software, source codes, know-how and business secrets and any other intellectual property rights; and
5. rights and claims for any substitute of the claims and rights set out above; (1-5 together the "IP Rights");
6. all present and future rights and claims arising from the IP Rights;
7. all present and future rights and claims against third parties arising from the use, utilisation or infringement of the IP Rights;
8. all present and future rights and claims against third parties in relation with the licensing or other transfer for use of the IP Rights.