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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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

[S][I][I][I]

Company number

58357

Name of company

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

Date of creation of the charge

3 March 2005

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

Security Assignment Agreement regarding Trademarks, Patents and other Intellectual Property Rights (the "Assignment")

Amount secured by the mortgage or charge

10 All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally of in any other capacity whatsoever, of each Obligor to the Creditors (or any of them) arising out of or in relation to the Credit Documents together with all costs, charges and expenses incurred by Burdale in connection with the protection, preservation or enforcement of its rights under the Assignment except for any obligation which, if it were so included, would result in the Assignment contravening Section 151 of the English Companies Act 1985.

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

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

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

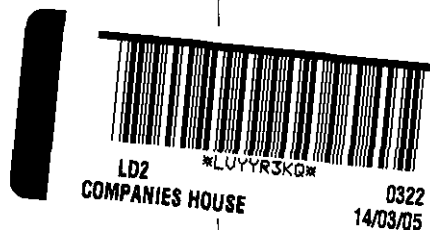
KAA.3003579

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Assignor 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 Assignment;
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 Assignment;
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 Assignor;
4. all rights of use for computer software, source codes, knowhow 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, utilization 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.

Please do not
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this margin

Please complete
legibly, preferably
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bold block
lettering

95

Particulars as to commission allowance or discount (note 3)

Nil

Signed Nathan 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)

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)

**SECURITY ASSIGNMENT AGREEMENT REGARDING TRADEMARKS, PATENTS AND
OTHER INTELLECTUAL PROPERTY RIGHTS**

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 SECURITY ASSIGNMENT AGREEMENT REGARDING TRADEMARKS, PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS 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 DNM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES