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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

001959/312

Company number

00058357

Name of company

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

Date of creation of the charge

20 December 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 dated 20 December 2005 (the "Agreement") between the Assignor and Bank of America, N.A., (the "Assignee").

Amount secured by the mortgage or charge

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10.
All obligations and liabilities as at the date of the Agreement and in the future whether actual or contingent and whether owed jointly or severally or 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 the Assignee in connection with the protection, preservation or enforcement of its rights under the Agreement (the "Secured Obligations").

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

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

Postcode E14 5AQ

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

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

(Ref. PNJ(CF))

Time critical reference

82000.145/RD UK German IP

For official Use (02/00)
Mortgage Section



Short particulars of all the property mortgaged or charged

Please see Schedule 1 for short particulars and Schedule 2 for definitions used in Schedule 1 and in this form 395.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Winston & Strawn LLP

Date 5 January 2006

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

† 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
PURSUANT TO THE AGREEMENT

1 ASSIGNMENT OF IP-RIGHTS FOR SECURITY PURPOSE**1.1 Assigned Rights**

- (a) The Assignor transferred and assigned to the Assignee and the Assignee accepted such transfer and assignment, for security purposes, any and all title, claims and rights in all present and future intellectual property rights in each case whether registered or not as at the date of the Agreement or in the future owned by the Assignor, including without limitation:
- (i) all present trademarks, patents, utility models, designs and domain names including, but not limited to the rights which are set forth in the lists as Schedule 1 of the Agreement;
 - (ii) all future trademarks, patents, utility models, designs and domain names including, but not limited to the rights which will be listed in any list of future IP-Rights;
 - (iii) all rights at the date of the Agreement 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;
 - (iv) all rights of use for computer software, source codes, know-how and business secrets and any other intellectual property rights; or
 - (v) rights and claims for any substitute of the claims and rights set out under sub-paragraphs (i) through (iv) above,
- (collectively the "IP-Rights").
- (b) In case the assignment of IP-Rights as stipulated in the Agreement is invalid or unenforceable for whatever reason, in whole or in part the Assignor granted to the Assignee a royalty-free, irrevocable, unrestricted, exclusive, transferable and unlimited license for the territory of the jurisdiction, where the assignment is invalid or unenforceable.

1.2 Other rights

- (a) In addition, the Assignor transferred and assigned to the Assignee and the Assignee accepted such transfer and assignment for security purposes:
- (i) all rights as at the date of the Agreement and future rights and claims arising from IP-Rights, in particular any rights to use, utilisation or licensing relating to the IP-Rights;

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- (ii) all rights as at the date of the Agreement and future rights and claims against third parties arising from the use, utilisation or infringement of the IP-Rights, in particular any damage claims, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of an infringement of IP-Rights as well as any rights and claims derived from a transfer of use to third parties;
- (iii) rights as at the date of the Agreement and future rights and claims against third parties which the Assignor may have in relation with the licensing or other transfer for use of the IP-Rights irrespective of their nature to the extent not yet covered by sub-paragraph (ii) above, including in particular any current and future claims of the Assignor for license fees or other fees for the use of the IP-Rights or damage claims,

(together with the IP-Rights the “Assigned Rights”).

2 RESTRICTIONS ON DEALINGS

The Assignor agreed with the Assignee (save as otherwise permitted under the Credit Documents):

- (a) except to the extent permitted by Clause 3.1 or 5.3 of the Agreement not to dispose of any Assigned Rights, to refrain from any acts or omissions which might damage or result in a loss of any Assigned Rights and to use the assigned trademarks to the extent required for the continued protection of the trademarks under the German Trademark Act if such use is in the reasonable interest of the Assignor or its business; or
- (b) to take all necessary steps to ensure that all rights granted to the Assignee under this Agreement are and remain prior in ranking to any rights of third parties.

DEFINITIONS OF TERMS USED IN
FORM 395 OR SCHEDULE 1, AS USED
IN THE AGREEMENT

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;

Credit Documents: the Intercreditor Agreement, the Facility Agreement and the HY Bonds and any other documents in connection with each of the aforementioned documents;

Facility: means the facility provided under the terms of the Facility Agreement and the high yield bond facility provided under the terms of the High Yield Indenture, and shall include in each case guarantees, security documents and any other ancillary agreements, documents and instruments relating thereto;

Facility Agreement: means the facility agreement dated 10 December 2005 between Waterford Wedgwood plc (1), the affiliates of Waterford Wedgwood plc named therein as original borrowers and original guarantors, (3) the financial institutions named therein as Original Senior Lenders (4), Bank of America, N.A. as original senior tranche B lender (5), the Ancillary Facility Providers (6) and the Security Trustee (7);

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;

HY Bonds: means the USD 165,000,000 9⁷/₈% mezzanine notes due 2010 issued by Waterford Wedgwood plc under the High Yield Indenture;

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);

Obligors: the Assignor, certain other borrowers under and guarantors of, any of the Facilities, any security provider in respect thereof, the issuer of the High Yield Bonds, guarantors under the High Yield Indenture and any other obligors under the Credit Documents;

Original Senior Lenders: means the financial institutions designated as "Senior Lenders" under the Facility Agreement.

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 SECURITY ASSIGNMENT AGREEMENT DATED THE 20th DECEMBER 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) AND TO BANK OF AMERICA, N.A. 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 5th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2006.

P. Ram



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES