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COMPANIES FORM No 395

127783/104

Particulars of a mortgage or charge

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

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

Company Number

6

00529463

Name of Company

Bleak Hill Co. Limited (the "Company")

*insert full name of company

Date of creation of the charge

26 March 2009

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

Fixed and Floating Security Document (the "Debenture") dated 26 March 2009 between, amongst others, the Company and Bank of America, N.A. (the "Security Agent", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

The "Liabilities", which are all principal of and premium, if any, on the Loans; LC Obligations and other obligations of Obligors with respect to Letters of Credit; interest, expenses, fees and other sums payable by Obligors under Loan Documents; obligations of Obligors under any indemnity for Claims; Extraordinary Expenses; Bank Product Debt; and other Debts, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several (each capitalised term having the meaning given to it in the Facility Agreement).

Name and address of the mortgagees or persons entitled to the charge

Bank of America, N.A. as security agent for the benefit of the Secured Parties

335 Madison Avenue, New York, New York 10017, United States of America

Postcode

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

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: Brian Gray / Brian Tomlinson

Time critical reference

For official Use
Mortgage Section

Post room

WEDNESDAY



L7N9N8UD

LD4 08/04/2009 95

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Signed *Linklaters LLP*

Date *08/04/09*

On behalf of Company

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] 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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Secured Parties):

- 1.1** other than the Restricted Real Property, by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Debenture) belonging to it at the date of the Debenture and in the future;
- 1.2** other than the Restricted Real Property, by way of first fixed equitable charge, all other Real Property now belonging to it at the date of the Debenture and all Real Property acquired by it in the future; and
- 1.3** by way of first fixed charge, all its present and future:
 - 1.3.1** Book Debts;
 - 1.3.2** Intra-Group Book Debts;
 - 1.3.3** Bank Accounts;
 - 1.3.4** Blocked Accounts;
 - 1.3.5** Investments (including the shares described in Schedule 4 (*Investments*) to the Debenture);
 - 1.3.6** uncalled capital and goodwill;
 - 1.3.7** Intellectual Property (including that described in Schedule 5 (*Intellectual Property*) to the Debenture);
 - 1.3.8** beneficial interest in any pension fund;
 - 1.3.9** Equipment (except that mortgaged or charged by paragraph 1.1, 1.2 or 1.4 of this paragraph 1 but including that described in Schedule 6 (*Equipment*) to the Debenture);
 - 1.3.10** Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
 - 1.3.11** the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant and machinery, Equipment, fixtures and fittings at the date of the Debenture or in future on any of the Real Property and/or by any other person under contract with or under a duty to the Company in respect of them;
 - 1.3.12** its rights under any Hedging Agreements; and
 - 1.3.13** the benefit of all permissions and authorisations of any nature, whether statutory or otherwise, held in connection with its business or the use of any Charged Asset and the right to recover and receive any compensation in relation to it; and
- 1.4** by way of first legal mortgage, the Specified Equipment belonging to it at the date of the Debenture and all spare parts and replacements for and all modifications and additions to the Specified Equipment.

2 Floating Charge**2.1 Creation**

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The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraph 1 (*Fixed charges*) above).

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Company pursuant to paragraph 2.1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture and the Security Agent may appoint an Administrator of the Company.

2.3 Ranking

The floating Charge created by the Company ranks:

- (a) behind all the fixed Charges created by the Company; but
- (b) in priority to any other Security over the Charged Assets of the Company except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) to the Debenture.

2.4 Conversion by Notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- (b) while an Enforcement Event is continuing.

2.5 Automatic Conversion

If:

- (a) the Company takes any step to create any Security in breach of paragraph 1 (Security) of this Note (1) over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

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Note (1): The Debenture provides that:

1 Security

The Company covenanted that it shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 9.2.2 (*Permitted Liens*) of the Facility Agreement, except as permitted by that clause.

2 Disposal

The Company covenanted that it shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 9.2.6 (*Disposition of Assets*) of the Facility Agreement.

3 Further assurance

The Company shall promptly do whatever the Security Agent requires:

- (a) to perfect or protect the Charges or the priority of the Charges; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

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Note (2): In this Form, except to the extent that the context requires otherwise:

Any reference to "**assets**" includes present and future properties, revenues and rights of every description.

"**Applicable Law**" has the meaning given to it in the Facility Agreement.

"**Bank Accounts**" means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts, including those bank accounts identified in Schedule 8 (*Bank Accounts*) to the Debenture, excluding the Blocked Accounts.

"**Blocked Accounts**" means the bank accounts identified in Schedule 7 (*Blocked Accounts*) to the Debenture, including all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"**Book Debts**" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Debenture.

"**Enforcement Event**" means an Event of Default which is continuing.

"**Equipment**" means (save to the extent that any such items form part of the Company's stock in trade or work in progress) all present and future equipment, plant, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Company and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

"**Event of Default**" has the meaning given to it in the Facility Agreement.

"**Facility Agreement**" means the loan agreement governed by the laws of the state of New York dated 26 March 2009 between, inter alios, the Company, WWRD UNITED KINGDOM, LTD. and WATERFORD WEDGWOOD AUSTRALIA LIMITED (amongst others) as the Borrowers, the Lenders named in that agreement and Bank of America, N.A. as Agent (the "**Agent**").

"**Fixtures**" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"**Hedging Agreement**" means an agreement relating to any swap, cap, floor, collar, option, forward, cross right or obligation, or combination thereof or similar transaction, with respect to interest rate, foreign exchange, currency, commodity, credit or equity risk.

"**Insurances**" means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which it now or in the future has an interest.

"**Intellectual Property**" means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an

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interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Intra-Group Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it from an Obligor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Investments" means:

securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);

- (c) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (d) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (e) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Lender" means the financial institutions party to the Facility Agreement from time to time as lenders.

"Loan Documents" means the Facility Agreement, Other Agreements and Security Documents.

"Obligor" means each Borrower, Guarantor, or other Person that is liable for payment of any Obligations or that has granted a Lien in favor of Agent on its assets to secure any Obligations (each term as defined in the Facility Agreement).

"Other Agreements" means each Note; each LC Document; the Fee Letter; each Lien Waiver; the Intercreditor Agreement; each Real Estate Related Document; each Borrowing Base Certificate, each Compliance Certificate (each term as defined in the Facility Agreement), financial statement or report delivered hereunder; and each other document, instrument or agreement (other than the Facility Agreement or a Security Document) now or hereafter delivered by an Obligor or other Person to Agent or a Lender in connection with any transactions relating hereto.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, joint stock company, land trust, business trust, unincorporated organization, Governmental Authority or other entity.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Restricted Real Property" means the Real Property set out in Schedule 9 (*Restricted Real Property*) to the Debenture in respect of which a restriction on the creation of either a legal mortgage or equitable charge exists.

"Secured Party" means Agent, Issuing Bank, Lenders and providers of Bank Products, each term as defined in the Facility Agreement.

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"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Document" means the Security Agreements, Guaranties, Mortgages, Copyright Security Agreement, Patent Security Agreement, Trademark Security Agreements, Insurance Assignments, Deposit Account Control Agreements (each term as defined in the Facility Agreement), and all other documents, instruments and agreements now or hereafter securing (or given with the intent to secure) any Obligations.

"Specified Equipment" means the Equipment set out in Schedule 10 (*Specified Equipment*) to the Debenture or such other Equipment as the Security Agent determines, in consultation with the Company (acting reasonably), should be made subject to a legal mortgage in accordance Clause 12.3 of the Debenture.

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Note (3): The Real Property specified in Schedule 3 (*Real Property*) to the Debenture is as follows:

WWRD United Kingdom, Ltd.

Freehold

All that freehold land contained in title number SF292350 being the manufacturing facility, office, museum and visitor centre, together with all the greenbelt land associated therewith owned by WWRD United Kingdom, Ltd. and located at Barlaston, Stoke on Trent, Staffordshire, ST12 9ES.

WWRD UK/Ireland, Ltd.

NONE

Bleak Hill Co. Limited

NONE

Waterford Wedgwood Australia Limited

NONE

WWRD Inventory LLC

NONE

WWRD IPCo LLC

NONE

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Note (4): The Investments specified in Schedule 4 (*Investments*) to the Debenture are as follows:

WWRD UK/Ireland, Ltd.

NONE

WWRD United Kingdom, Ltd.

NONE

Bleak Hill Co. Limited

96.21% of the shares in PT Doulton Limited, consisting of 15,252 shares at the date of the Debenture.

Waterford Wedgwood Australia Limited

NONE

WWRD Inventory LLC

NONE

WWRD IPCo LLC

NONE

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Note (5): The Intellectual Property specified in Schedule 5 (*Intellectual Property*) to the Debenture is as follows:

WWRD UK/Ireland, Ltd.

NONE

WWRD United Kingdom, Ltd.

NONE

Bleak Hill Co. Limited

NONE

Waterford Wedgwood Australia Limited

NONE

WWRD Inventory LLC

NONE

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WWRD IPCo LLC

Registered Designs

Country	Design	Registration Number	Status	Renewal Date/ (Expiry Date)
U.K.	Ceramics	4008214	Registered	1 July 2013
U.K.	Ceramics	4008213	Registered	1 July 2013
U.K.	Ceramics	4008212	Registered	1 July 2013
U.K.	Ceramics	4008211	Registered	1 July 2013
U.K.	Ceramics	4003009	Registered	2 June 2012
U.K.	Ceramics	4003008	Registered	2 June 2012
U.K.	Ceramics	4003007	Registered	2 June 2012
U.K.	Ceramics	4003006	Registered	2 June 2012
U.K.	Ceramics	4003005	Registered	2 June 2012
U.K.	Ceramics	4003000	Registered	2 June 2012
U.K.	Ceramics	4002999	Registered	2 June 2012
U.K.	Ceramics	4002998	Registered	2 June 2012
U.K.	Ceramics	4002596	Registered	2 May 2012
U.K.	Ceramics	4002595	Registered	2 May 2012
U.K.	Ceramics	4002594	Registered	2 May 2012
U.K.	Ceramics	4002593	Registered	2 May 2012
U.K.	Ceramics	4001103	Registered	2 August 2011
U.K.	Ceramics	4001102	Registered	2 August 2011
U.K.	Ceramics	4001101	Registered	2 August 2011

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Country	Design	Registration Number	Status	Renewal Date/ (Expiry Date)
U.K.	Ceramics	4001100	Registered	2 August 2011
U.K.	Ceramics	3025559	Registered	2 August 2011
U.K.	Ceramics	3025558	Registered	2 August 2011
U.K.	Ceramics	3024619	Registered	1 March 2011
U.K.	Ceramics	3024093	Registered	1 March 2011
U.K.	Ceramics	3024092	Registered	1 March 2011
U.K.	Ceramics	3024091	Registered	1 March 2011
U.K.	Ceramics	3019513	Registered	20 November 2009
U.K.	Ceramics	3019512	Registered	20 November 2009
U.K.	Ceramics	3019511	Registered	20 November 2009
U.K.	Ceramics	3019510	Registered	20 November 2009
U.K.	Ceramics	2081155	Registered	12 February 2009
U.K.	Ceramics	2081154	Registered	12 February 2009
U.K.	Ceramics	2080898	Registered	5 February 2014
U.K.	A cup	2075478	Registered	8th November 2012
U.K.	A teapot	2072627	Registered	20 February 2013
U.K.	A teapot	2072626	Registered	20 February 2013
U.K.	A teapot	2072625	Registered	20 February 2013
U.K.	A teapot	2072624	Registered	20 February 2013
U.K.	A set of articles comprising of a plate, a cup and a saucer	2070360	Registered	8 November 2012
U.K.	A set of articles comprising of a	2070359	Registered	8 November 2012

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Country	Design	Registration Number	Status	Renewal Date/ (Expiry Date)
	plate and a saucer			
U.K.	A plate	2054955	Registered	19 March 2011
U.K.	A coffee cup	2046023	Registered	15 March 2010
U.K.	A plate	2046022	Registered	15 March 2010
U.K.	A plate	2046021	Registered	15 March 2010
U.K.	A plate	2044778	Registered	26 January 2010
U.K.	A sugar shaker	2080891	Registered	5 February 2014
U.K.	A wall plate	2080897	Registered	5 February 2014
U.K.	A sugar shaker	2080899	Registered	5 February 2014
U.K.	Fox garden ornament	2080890	Expired	5 February 2004
U.K.	A box	2080892	Registered	5 February 2014
U.K.	Giftware	3002264	Registered	15 March 2012

Trade Marks

SeqNo	Jurisdiction	Mark	Status	Reg.No/ App.No.	Reg.Date/ Filing Date	Renewal Date	Class(es)
0095	United Kingdom	BULL IN A CHINA SHOP TABLEWARE	Registered	1220531	12 Jun 1984	12 Jun 2015	21
0096	United Kingdom	C CREATIVE	Registered	2314388	10 Apr 2003	30 Oct 2012	21
0097	United Kingdom	CALSTONITE	Registered	1182584	30 Sep 1982	30 Sep 2013	20, 21
0098	United Kingdom	CENTENARY CLARICECLIFF 1899 -	Registered	2174595	10 Dec 1999	11 Aug 2018	21

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SeqNo	Jurisdiction	Mark	Status	Reg.No./ App.No.	Reg.Date/ Filing Date	Renewal Date	Class(es)
		1999					
0099	United Kingdom	CLARICE CLIFF	Registered	2014969	01 Dec 1995	21 Mar 2015	21
0100	United Kingdom	COALPORT	Registered	2019209	05 Jul 1996	01 May 2015	20
0101	United Kingdom	COALPORT	Registered	582477	31 Dec 1937	31 Dec 2017	21
0102	United Kingdom	CROWN STAFFORDSHIRE	Registered	2067725	25 Oct 1996	04 Apr 2016	21
0103	United Kingdom	CROWN STAFFORDSHIRE	Registered	B1092910	21 Mar 1978	21 Mar 2009	21
0104	United Kingdom	DESERT ROSE	Registered	939069	03 Mar 1969	03 Mar 2014	21
0105	United Kingdom	DESIGN ONLY	Registered	2330027	03 Oct 2003	22 Apr 2013	41
0106	United Kingdom	DESIGN ONLY	Registered	2193365	03 Sep 1999	30 Mar 2009	21
0107	United Kingdom	ETERNAL BEAU	Registered	1450650	22 May 1992	28 Dec 2017	21
0108	United Kingdom	F	Registered	2023293	01 Mar 1996	08 Jun 2015	21
0109	United Kingdom	FANTASTIQUE	Registered	2163821	23 Oct 1998	09 Apr 2018	21
0110	United Kingdom	FRANCISCAN	Registered	1391141	16 Mar 2001	25 Jul 2016	21
0111	United Kingdom	FURNIVALS	Registered	2247698	16 Mar 2001	06 Oct 2010	21
0112	United Kingdom	JOHNSON BROS.	Registered	1480989	22 Jul 1994	29 Oct 2018	21
0113	United Kingdom	LONDON BEAR	Registered	2397888	20 Jan 2006	27 Jul 2015	15, 20, 21, 28
0114	United Kingdom	MASON'S IRONSTONE	Registered	1078523	16 May 1977	16 May 2018	21
0115	United Kingdom	MIDWINTER	Registered	880390	03 Jun 1965	03 Jun 2010	21
0116	United Kingdom	MINERVA	Registered	2033225	20 Sep 1996	12 Sep 2015	21
0117	United Kingdom	QUEEN'S WARE	Registered	2314237	14 Jan 2005	28 Oct 2012	21

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SeqNo	Jurisdiction	Mark	Status	Regi.No./ App.No.	Regi.Date/ Filing Date	Renewal Date	Class(es)
0118	United Kingdom	ROYAL CHELSEA	Registered	2130767	17 Oct 1997	25 Apr 2017	21
0119	United Kingdom	SUMMER CHINTZ	Registered	1450655	04 Jun 1992	28 Dec 2017	21
0120	United Kingdom	W WEDGWOOD ENGLAND 1759 CHIEF & POTTER	Registered	2195306	17 Dec 1999	22 Apr 2009	21, 41
0121	United Kingdom	WEDGWOOD & Co Limited	Registered	547269	23 Dec 1933	23 Dec 2013	21
0612	United Kindgom	IMAGES	Registered	1409103	27 Sep 1991	22 Dec 2016	21
0613	United Kingdom	ANNE'S LOFT	Registered	2353951	28 Jan 2005	21 Jan 2014	35
0614	United Kingdom	BUNNYKINS	Registered	711087	03 Oct 1952	03 Oct 2011	21
0615	United Kingdom	BUNNYKINS	Registered	2261240	14 Dec 2001	13 Feb 2011	35
0616	United Kingdom	BUNNYKINS	Registered	2117760	20 Jun 1997	05 Dec 2016	15
0617	United Kingdom	BUNNYKINS	Registered	2022387	06 Jun 1997	30 May 2015	3, 14, 27, 29, 30, 32
0618	United Kingdom	BUNNYKINS	Registered	1183488	15 Oct 1982	15 Oct 2013	8
0619	United Kingdom	BUNNYKINS	Registered	B1082522	17 Aug 1977	17 Aug 2018	16, 21, 25, 26, 28
0620	United Kingdom	CHINACAVE	Registered	1314616	02 Jul 1987	02 Jul 2018	21
0621	United Kingdom	D	Registered	580332	01 Oct 1937	01 Oct 2017	11, 21
0622	United Kingdom	DESIGN ONLY	Registered	2279718	15 Feb 2002	04 Sep 2011	36
0623	United Kingdom	DESIGN ONLY	Registered	2261286	19 Jul 2002	14 Feb 2011	3, 4, 19, 20, 21, 29, 30, 31, 32, 35
0624	United Kingdom	DESIGN ONLY	Registered	2053568	01 May 1998	23 Jan 2016	21

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0625	United Kingdom	DESIGN ONLY	Registered	1566515	04 Apr 1997	24 Mar 2011	21
0626	United Kingdom	DESIGN ONLY	Registered	1431928	20 Dec 1991	16 Jul 2017	21
0627	United Kingdom	DESIGN ONLY	Registered	1145386	10 Dec 1980	10 Dec 2011	8
0628	United Kingdom	DESIGN ONLY	Registered	1136544	04 Jul 2011	04 Jul 2011	21
0629	United Kingdom	DOULTON	Registered	2136466	18 Dec 1998	20 Jun 2017	3
0630	United Kingdom	DOULTON	Registered	1555520	28 Jul 1995	01 Dec 2010	6, 11, 20, 21
0631	United Kingdom	DOULTON	Registered	55418	21 Jul 1886	21 Jul 2018	11, 17, 21, 28
0632	United Kingdom	DOULTON & CO	Registered	55419	21 Jul 1886	21 Jul 2018	11, 17, 21, 28
0633	United Kingdom	DOULTON & COMPANY DOULTON & CO	Registered	2261223	14 Dec 2001	13 Feb 2011	35
0634	United Kingdom	DOULTON HOME	Registered	2368210	15 Apr 2005	14 Jul 2014	35
0635	United Kingdom	DOULTON PURO	Registered	B1203462	13 Sep 1983	13 Sep 2014	11
0636	United Kingdom	DOULTON WATERCARE	Registered	1451302	19 Mar 1993	18 Dec 2017	11
0637	United Kingdom	EXPRESSIONS	Registered	1353902	03 Apr 1992	03 Aug 2015	21
0638	United Kingdom	FUSION	Registered	2198596	20 Oct 2000	28 May 2009	11, 21, 24
0639	United Kingdom	FUSION	Registered	2195684	27 Oct 2000	28 Apr 2009	21
0640	United Kingdom	HADDON HALL	Registered	1422515	23 Oct 1992	18 Apr 2017	21
0641	United Kingdom	HUG-A-MUG	Registered	B1157676	14 Jul 1981	14 Jul 2012	21
0642	United Kingdom	IMAGE	Registered	B1271082	11 Jul 1986	11 Jul 2017	21
0643	United Kingdom	LAWLEYS	Registered	B1413729	04 Oct 1991	02 Feb 2017	21

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SeqNo	Jurisdiction	Mark	Status	Reg.No./ App.No	Reg.Date/ Filing Date	Renewal Date	Class(es)
0644	United Kingdom	M FOUNDED MINTON 1793	Registered	641786	13 Nov 1945	13 Nov 2014	21
0645	United Kingdom	MINTON	Registered	2340039	02 Apr 2004	07 Aug 2013	14
0646	United Kingdom	MINTON	Registered	2261235	14 Dec 2001	13 Feb 2011	35
0647	United Kingdom	MINTON	Registered	1271029	10 Jul 1986	10 Jul 2017	11, 14, 16, 21, 24, 34
0648	United Kingdom	MINTONS	Registered	513459	04 Jun 1930	04 Jun 2010	21
0649	United Kingdom	MINTONS	Registered	2975	29 Feb 1876	28 Feb 2012	21
0650	United Kingdom	MINTONS EST. 1793	Registered	350391	11 Mar 1913	11 Mar 2017	21
0651	United Kingdom	OCR	Registered	2013344	09 Feb 1996	07 Mar 2015	21
0652	United Kingdom	OLD COUNTRY ROSES	Registered	B1160279	27 Aug 1981	27 Aug 2012	21
0653	United Kingdom	OLYMPIAN	Registered	1399659	18 Dec 1992	13 Oct 2016	21
0654	United Kingdom	PARAGON	Registered	1137924	29 Jul 1980	29 Jul 2011	21
0655	United Kingdom	PARAGON	Registered	882791	06 Aug 1965	06 Aug 2010	21
0656	United Kingdom	ROYAL	Registered	421169	03 Dec 1921	03 Dec 2015	11, 19, 21
0657	United Kingdom	ROYAL ALBERT	Registered	2261520	18 Jan 2002	16 Feb 2011	35
0658	United Kingdom	ROYAL ALBERT	Registered	2043352	28 Mar 1997	03 Nov 2015	30
0659	United Kingdom	ROYAL ALBERT	Registered	B1261920	05 Mar 1986	05 Mar 2017	8, 199, 21
0660	United Kingdom	ROYAL DOULTON	Registered	1201522	11 Aug 1983	11 Aug 2014	20
0661	United Kingdom	ROYAL DOULTON	Registered	2261283	19 Jul 2002	14 Feb 2011	4, 19, 20, 29, 30, 31, 32, 35
0662	United Kingdom	ROYAL DOULTON	Registered	2113424	16 May 1997	21 Oct 2016	11, 20

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Short particulars of all the property mortgaged or charged

SeqNo	Jurisdiction	Mark	Status	Reg.No./ App.No.	Reg.Date/ Filing Date	Renewal Date	Class(es)
0663	United Kingdom	ROYAL DOULTON	Registered	B1145385	10 Dec 1980	10 Dec 2011	8
0664	United Kingdom	ROYAL DOULTON	Registered	1136543	04 Jul 1980	04 Jul 2011	21
0665	United Kingdom	ROYAL DOULTON CLASSIC WHITE	Pending	2497710	16 Sep 2008	16 Sep 2018	3
0666	United Kingdom	ROYAL DOULTON CLASSIQUE	Registered	2165494	30 Oct 1998	01 May 2018	20
0667	United Kingdom	ROYAL DOULTON ENGLAND	Registered	421167	03 Dec 1921	03 Dec 2015	21
0668	United Kingdom	ROYAL DOULTON IMAGES	Registered	1150069	06 Mar 1981	06 Mar 2012	21
0669	United Kingdom	ROYAL DOULTON IMPRESSIONS	Registered	1167384	05 Jan 1982	05 Jan 2013	21
0670	United Kingdom	ROYAL DOULTON PURE WHITE	Pending	2497709	16 Sep 2008	17 Jul 2016	3
0671	United Kingdom	ROYAL DOULTON, ENGLAND	Registered	421168	03 Dec 1921	03 Dec 2015	21
0672	United Kingdom	SEMTIMENTS	Registered	2117852	11 Jul 1997	06 Dec 2016	21
0673	United Kingdom	SHELLEY	Registered	451771	11 Sep 1924	11 Sep 2018	21
0674	United Kingdom	ST ANDREW	Registered	2175378	09 Apr 1999	20 Aug 2018	21
0675	United Kingdom	TEDDY DOULTON TEDDY DOULTON	Registered	2371821	20 May 2005	28 Aug 2014	16, 28
0676	United Kingdom	TEDDY DOULTON TEDDY DOULTON	Registered	2371412	18 Feb 2005	24 Aug 2014	20
0677	United Kingdom	WEBB CORBETT	Registered	904035	12 Jan 1967	12 Jan 2012	21

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SeqNo	Jurisdiction	Mark	Status	Reg.No./ App.No	Reg.Date/ Filing Date	Renewal Date	Class(es)
0678	United Kingdom	ROYAL DOULTON ENGLAND	Registered	242438	03 Dec 1901	03 Dec 2009	21
0679	United Kingdom	GORDON RAMSAY WITH ROYAL DOULTON	Registered	2404642	30 Jun 2006	22 Oct 2015	8, 21, 24
1571	United Kingdom	Design Only	Registered	2171367	17 Aug 2001	06 Jul 2018	14, 21
1572	United Kingdom	Design Only	Registered	2152420	12 Jun 1998	01 Dec 2017	21
1573	United Kingdom	Design Only	Registered	2008172	14 Mar 1997	18 Jan 2015	21
1574	United Kingdom	Design Only	Registered	1524770	14 Jan 1994	26 Jan 2010	25
1575	United Kingdom	Design Only	Registered	1516629	18 Nov 1993	22 Oct 2009	18
1576	United Kingdom	Design Only	Registered	176512	18 Nov 1983	18 Nov 2015	21
1577	United Kingdom	Design Only	Registered	8024	08 Jul 1876	08 Jul 2012	21
1578	United Kingdom	J Wedgwood Etruria 14th Feb 1774 most affecly truly & affectionately	Registered	2008218	21 Jun 1996	18 Jan 2015	21
1579	United Kingdom	JASPER	Registered	1562043	28 Feb 1997	31 Oct 2014	14, 21
1580	United Kingdom	THE FATHER OF ENGLISH POTTERS	Registered	1152214	09 Apr 1981	09 Apr 2012	21
1581	United Kingdom	THE WEDGWOOD	Registered	2159128	05 Nov 1999	24 Feb 2018	16, 39, 41,

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SeqNo	Jurisdiction	Mark	Status	Reg.No./ App.No.	Reg.Date/ Filing Date	Renewal Date	Class(es)
		STORY					42
1582	United Kingdom	WEDGWOOD	Registered	2107435	30 May 1997	12 Aug 2016	41, 43
1583	United Kingdom	WEDGWOOD	Registered	1537099	04 Nov 1994	02 Jun 2010	20
1584	United Kingdom	WEDGWOOD	Registered	1516878	10 Dec 1993	22 Oct 2009	18
1585	United Kingdom	WEDGWOOD	Registered	B1496424	23 Jul 1993	03 Apr 2009	25
1586	United Kingdom	WEDGWOOD	Registered	B1481216	29 Jan 1993	30 Oct 2018	30
1587	United Kingdom	WEDGWOOD	Registered	1474966	12 Feb 1993	30 Aug 2018	21
1588	United Kingdom	WEDGWOOD	Registered	B1454779	16 Oct 1992	04 Feb 2018	35, 37, 42
1589	United Kingdom	WEDGWOOD	Registered	1418981	19 Feb 1993	28 Mar 2017	30
1590	United Kingdom	WEDGWOOD	Registered	B1409919	26 Nov 1993	03 Jan 2017	24
1591	United Kingdom	WEDGWOOD	Registered	1392246	04 Aug 1989	04 Aug 2016	11
1592	United Kingdom	WEDGWOOD	Registered	B1329619	14 Dec 1987	14 Dec 2014	14, 16, 21, 28
1593	United Kingdom	WEDGWOOD	Registered	1112300	06 Apr 1979	06 Apr 2010	14
1594	United Kingdom	WEDGWOOD	Registered	994670	04 Jul 1972	04 Jul 2017	21
1595	United Kingdom	WEDGWOOD INTERNATIONAL	Registered	2143063	26 Jun 1998	27 Aug 2017	21, 42

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Seq No	Jurisdiction	Mark	Status	Reg.No./ App.No.	Reg.Date/ Filing Date	Renewal Date	Class(es)
		SOCIETY					
1596	United Kingdom	WEDGWOOD	Registered	176511	18 Nov 1893	18 Nov 2015	19, 21
1597	United Kingdom	WEDGWOOD	Registered	171136	03 Mar 1893	03 Mar 2015	21
1598	United Kingdom	WEDGWOOD	Registered	2823	20 Feb 1876	28 Feb 2012	21

Licences and Sub-licences of Intellectual Property

Title of Agreement	Group Entity/Prior to Business Sale/Agreement	Other Party	Date
License Agreement relating to "Donna Hay" mark.	Royal Doulton (UK) Limited	Donna Hay Pty Limited	15 May 2008
General License Agreement.	Royal Doulton (UK) Limited	Walt Disney Art Classics	24 June 2004
License Agreement relating to "Jasper Conran".	Josiah Wedgwood & Sons Limited	JC Crockery Limited	1 April 2006
Design and License Agreement relating to "Jasper Conran".	Waterford Crystal Limited	JC Crystal Limited	1 September 2004
License Agreement relating to Zandra Rhodes designs.	Royal Doulton (UK) Limited	Zandra Lindsey Rhodes	1 January 2007
License Agreement relating to "Terence Conran" trade mark and designs.	Royal Doulton (UK) Limited	Conran Limited	21 December 2005
License Agreement relating to "Gordon Ramsey" trade mark and designs.	Royal Doulton (UK) Limited	Gordon Ramsay and Gordon Ramsay Holdings	1 August 2005
Agreement (and an amendment)	Josiah Wedgwood & Sons Limited	Frederick Warne & Company Ltd.	13 April 2004 (as amended 15 January 2007)

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Short particulars of all the property mortgaged or charged

Title of Agreement	Group Entity Prior to Business Sale Agreement	Other Party	Date
License Agreement	Josiah Wedgwood and Sons Limited	Betty Whiteaker (through her duly authorized agent, Courtney Davis, Inc.)	17 December 2003
License Agreement	Josiah Wedgwood and Sons Limited	Katharine Gracey (through her authorized agent, Courtney Davis, Inc.)	17 December 2003
License Agreement relating to "Kelly Hoppen" marks.	Josiah Wedgwood and Sons Limited	KHI Services Limited	1 September 2002
License Agreement	Josiah Wedgwood & Sons Limited	Oh! Zone Inc.	20 May 2004
License Agreement relating to the "Born to Shop" trade mark	Josiah Wedgwood & Sons Limited	Paper Island Ltd	1 April 2007
Licensing Agreement	Josiah Wedgwood & Sons Limited	The Royal Opera House Covent Garden Trading Limited	12 December 2005
License Agreement relating to "The Snowman" mark.	Josiah Wedgwood & Sons Limited	The Copyrights Group Ltd.	1 July 2006
Merchandising License Agreement, as amended	Josiah Wedgwood & Sons Limited	Apple Corps Limited	28 April 2005
Merchandising License Agreement, as amended	Josiah Wedgwood & Sons Limited	Subafilms Limited	28 April 2005
License Agreement	Royal Doulton (UK) Limited	Casco Blu	1 April 2008
License Agreement to use the ROYAL DOULTON trademark anywhere in the world through department and speciality stores.	Royal Doulton (UK) Limited	Nest Wholesalers Pty Limited	1 September 2006
License Agreement to use the BUNNYKINS trademark anywhere in the world.	Royal Doulton (UK) Limited	Tree Toys Corporation	1 April 2004
License Agreement relating to 'WATERFORD' mark.	Royal Doulton UK Limited	Reed and Barton Inc	1 April 2005
License Agreement relating to 'WATERFORD' mark.	Royal Doulton UK Limited	W/C Imports Inc d/b/a W-C Designs	1 January 2004
Agreement (License Reference Number 01-07-03-02), as amended	Royal Doulton (UK) Limited	Godinger Silver Art Co Limited	14 January 2004

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Short particulars of all the property mortgaged or charged

Title of Agreement	Entity/Prior to Business Sale/Agreement	Group	Other Party	Date
License Agreement	Royal Doulton (UK) Limited		Godinger Silver Art Co Limited	14 January 2004
Asahi Royalty Agreement	Royal Doulton (UK) Limited		Asahi Plastics Co. Limited	01 January 2008
Ashdene Royalty Agreement	Royal Doulton (UK) Limited		Ashdene Manufacturing Pty Limited	1 September 2007
License Agreement	Royal Doulton (UK) Limited		C.R. Gibson Inc	
Royalty Agreement	Royal Doulton (UK) Limited		Cascade Holdings Limited	23 August 2004
Casco Blu Bunnykins Royalty Agreement	Royal Doulton (UK) Limited		Casco Blu	1 April 2008
Royalty Agreement	Royal Doulton (UK) Limited		Confectionery Link Pty Limited	05 July 2007
License Agreement	Wedgwood Limited		Freer Inc	19 May 2008
License Agreement	Royal Doulton UK Limited		Lawrence Eyewear Inc	28 September 2007
Letter of Agreement	Royal Doulton (UK) Ltd.		MBI, Inc.	11 October 07
License Agreement	Royal Doulton (UK) Limited		The Occasions Group Inc.	15 May 2006
License Agreement relating to 'BUNNYKINS' mark.	Royal Doulton UK Limited		Reed and Barton Inc	1 April 2005
License Agreement	Royal Doulton (UK) Ltd.		Kawashima Seikon Textiles Co. Ltd.	1 April 2008
License Agreement	Royal Doulton (UK) Ltd.		TCC Continuity Holdings NV	1 November 2007
License Agreement relating to 'BUNNYKINS' mark.	Royal Doulton (UK) Ltd.		Tree Toys Corporation	05 August 2004
License Agreement relating to 'LITTLE MISS ALBERT' mark.	Royal Doulton (UK) Limited		Tree Toys Corporation	20 December 2006
License Agreement relating to 'ROYAL DOULTON', 'ROYAL ALBERT' and certain other marks.	Royal Doulton UK Limited		W/C Imports Inc d/b/a W-C Designs	23 August 2006
License Agreement	Royal Doulton (UK) Limited		Caprice New Zealand Limited	26 October 2005
"Outgoing" License Agreement	Royal Doulton (UK) Limited		Jasnor (Australia) Pty Limited	22 November 2005
Letter Agreement	Josiah Wedgwood and Sons Limited		George P. Davis	13 March 1986
License Agreement	Royal Doulton UK Limited		Kyoei Seicha	(redacted) 2008
License Agreement	Royal Doulton UK Limited		Doward International PTY Limited	7 April 2005

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Title of Agreement	Group Entity Prior to Business Sale Agreement	Other Party	Date
License Agreement	Royal Doulton (UK) Limited	The London Cuppa Ltd.	17 July 04
License Agreement	Royal Doulton (UK) Limited	Martin Yaffe International Ltd.	08 April 05
License Agreement	Royal Doulton (UK) Limited	Uchino Co. Ltd.	03 May 2008
License Agreement	Royal Doulton (UK) Limited	Ulster Weavers Home Fashions Limited	07 August 2006
License Agreement	Royal Doulton UK Limited	Western House Limited	June 2006
License Agreement	Royal Doulton (UK) Ltd.	Nest Wholesalers Pty Ltd.	02 January 07
License Agreement	Royal Doulton (UK) Ltd.	Sakurai Inc.	24/01/2007
License Agreement	Royal Doulton (UK) Ltd.	Devastitch	19 May 97
Agreement relating to Clarice Cliff patterns	Josiah Wedgwood & Sons Limited	Kit Grover	04 January 2007
License of Shakespeare designs	Josiah Wedgwood & Sons Limited	Main Allied Ltd.	07 February 2002
License of Johnson Brothers branded goods	Josiah Wedgwood & Sons Limited	Nakazato Co. Ltd	01 September 1996
Agreement not provided.	Wedgwood Limited	Sakurai Inc.	24/01/2007
License Agreement	Royal Doulton (UK) Limited	Devastitch	19 May 97
Agreement relating to Clarice Cliff patterns	Josiah Wedgwood & Sons Limited	Kit Grover	04 January 2007
License of Shakespeare designs	Josiah Wedgwood & Sons Limited	Main Allied Ltd.	07 February 2002
License of Johnson Brothers branded goods	Josiah Wedgwood & Sons Limited		

Other Intellectual Property

All unregistered intellectual property rights used in the Business as defined in the Business Sale Agreement.

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Short particulars of all the property mortgaged or charged

Note (6): The Equipment is set out in detail in Schedule 6 (*Equipment*) to the Debenture.

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Short particulars of all the property mortgaged or charged

Note (7): The Blocked Accounts specified in Schedule 7 (Blocked Accounts) to the Debenture is as follows: Please refer to the Debenture.

Bleak Hill Co. Limited

NONE

Waterford Wedgwood Australia Limited

NONE

WWRD Inventory LLC

NONE

WWRD IPCo LLC

NONE

WWRD UK/Ireland, Ltd.

Name of Account Holder	Bank	Account Number	Currency
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54962018	Euro
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54962026	Sterling
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54962034	US Dollars
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29910024	Sterling
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29910016	Euro
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29910032	US Dollars

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Short particulars of all the property mortgaged or charged

WWRD United Kingdom, Ltd.

WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29909027	Sterling
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29909019	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29909051	US Dollars
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29909069	Japanese Yen
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29909035	Sterling
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29909043	Sterling
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	31603019	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	13895011	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	19012019	Euro

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Short particulars of all the property mortgaged or charged

WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	57425013	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	18067012	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	10139012	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	35623012	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	17486014	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	30722014	Swiss Francs
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	17480013	Norwegian Kroner
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	17584014	Swedish Kroner
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	17508018	Danish Koner

Name of Company

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Short particulars of all the property mortgaged or charged

Note (8): The Bank Accounts specified in Schedule 8 (*Bank Accounts*) to the Debenture is as follows:

Bleak Hill Co. Limited

NONE

Waterford Wedgwood Australia Limited

NONE

WWRD Inventory LLC

NONE

WWRD IPCo LLC

NONE

WWRD UK/Ireland, Ltd.

Name of Account	Bank	Account Number	Currency
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963016	Euro
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963024	Sterling
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963032	US Dollars
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963040	Japanese Yen
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963058	Canadian Dollars
WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963066	Australian Dollars

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Short particulars of all the property mortgaged or charged

WWRD UK/Ireland Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	54963074	Hong Kong Dollars
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WWRD United Kingdom, Ltd.

WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987049	Euro
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987057	US Dollars
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987065	Japanese Yen
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987073	Australian Dollars
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987081	Canadian Dollars
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987099	Hong Kong Dollars
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987015	Sterling
WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987023	Sterling

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Short particulars of all the property mortgaged or charged

WWRD United Kingdom Ltd	Bank of America N.A. 5 Canada Square, London E14 5AQ United Kingdom	29987031	Sterling
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Name of Company

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Short particulars of all the property mortgaged or charged

Note (9): The Restricted Real Property specified in Schedule 9 (*Restricted Real Property*) to the Debenture is as follows: Please refer to the Debenture.

WWRD United Kingdom, Ltd.

Property description	Title number or conveyance as described in the Business and Share Sale Agreement
Unit 85, Bicester Village International Outlets, Bicester, Oxfordshire, England	Lease dated 21 January 2004 between Bicester Nominees Limited and Bicester II Nominees Limited (1) and Waterford Wedgwood Retail Limited (2)
Factory Shop Premises, King St. Longton ST4 3DQ	Lease dated 4 January 2002 between Casegrove Limited (1) Josiah Wedgwood & Sons Limited (2) and Waterford Wedgwood Plc (3)
Unit B, McArthur Glen Designer Outlet, Swindon SN2 2DY	Lease dated 5 October 2007 between BMG (Swindon) Limited (1) and Waterford Wedgwood Retail Limited (2)
McArthur Glen Designer Outlet, Kinsey Rd. Ellsemere Port, South Wirral L65 9JJ	
164 Shaftesbury Avenue, London WC2 8HL	Lease dated 15 August 2008 between Daejan Investments Limited (1) and Waterford Wedgwood UK Plc (2)

WWRD UK/Ireland, Ltd.

NONE

Bleak Hill Co. Limited

NONE

Waterford Wedgwood Australia Limited

NONE

Name of Company

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Short particulars of all the property mortgaged or charged

WWRD Inventory LLC

NONE

WWRD IPCo LLC

NONE

Name of Company

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Short particulars of all the property mortgaged or charged

Note (10): The Specified Equipment is set out in detail in Schedule 10 (*Specified Equipment*) to the Debenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 529463
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 26 MARCH 2009 AND CREATED BY BLEAK
HILL CO.LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS TO BANK OF AMERICA,
N.A. AS SECURITY SAGENT FOR THE BENEFIT OF THE SECURED
PARTIES 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 8 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**