PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WWRD Ireland IPCo LLC	12/27/2012

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent	
Street Address:	335 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	D462296
Patent Number:	D462294
Patent Number:	D462293
Patent Number:	D462295
Patent Number:	D552927
Patent Number:	D517965
Patent Number:	D514888
Patent Number:	D513375
Patent Number:	D514368
Patent Number:	D545489
Patent Number:	D515871
Patent Number:	D522405
Patent Number:	D541109

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 82000-145

NAME OF SUBMITTER: Laura Konrath

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is entered into and effective this 27th day of December, 2012, by and between WWRD Ireland IPCo LLC, a Delaware limited liability company ("Grantor"), and Bank of America, N.A., a national banking association with a principal place of business at 335 Madison Avenue, New York, NY 10017 ("Agent"). Grantor and Agent are sometimes collectively referred to herein as the "Parties". Capitalized terms used herein but not otherwise defined shall have the meanings given to them in that certain Loan Agreement, dated as of the date hereof, by and among the Grantor, the other Obligors party thereto, the Lenders party thereto and the Agent (as the same may be amended, restated or otherwise modified from time to time).

RECITALS

- A. Grantor is the owner of the patents and patent applications set forth in **Exhibit A** attached hereto.
- B. Pursuant to that certain General Security Agreement, dated on or about the date hereof among the Parties hereto and the other Obligors party thereto (as may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement"), and subject to the terms of the Intercreditor and Subordination Agreement, Grantor has granted to Agent, as agent for the Secured Parties, a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the patent assets described in Recital Paragraph "A" and more fully defined herein below as the "Patent Collateral" and a second priority lien on and security interest in and to certain other assets of the Grantor.
- C. Pursuant to the Security Agreement and subject to the terms of the Intercreditor and Subordination Agreement, the Parties hereto wish to confirm Grantor's grant to Agent of a first priority lien on and security interest in and to the patent assets described in Recital Paragraph "A" and more fully defined herein below as the "Patent Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, and the Agent hereby accepts from the Grantor, subject to the terms of the Intercreditor and Subordination Agreement, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:
 - (i) all of the patents and patent applications referred to in **Exhibit A** hereto, including without limitation all reissues, reexaminations, divisionals, continuations, and continuations in part thereof;

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- (ii) all licenses associated with the use of any of such patents;
- (iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future infringement, violation, misuse or misappropriation of any such patents.
- 2. This security interest is granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties in assets of the Grantor, as set forth more fully in the Security Agreement and is subject to the terms of the Intercreditor and Subordination Agreement.
- 3. The rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Patent Security Agreement.
- 4. In the event of any conflict between the terms and provisions of this Patent Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.
- 5. Subject to <u>paragraph 4</u> hereof, this Patent Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.
- 6. This Patent Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.
- 7. This Patent Security Agreement is governed by the patent laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.
- 8. This Patent Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

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IN WITNESS WHEREOF, this Patent Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 1714 day of December, 2012.

WWRD IRELAND IPCO LLC

By:

Name: Anthony Jones

Title: Secretary

WWRD Ireland IPCo LLC Patent Security Agreement (Term Loan)

BANK OF AMERICA, N.A.

Bv.

Name: Robert Scalzitti

Title: Senior Vice President

WWRD Ireland IPCo LLC Patent Security Agreement (Term Loan)

EXHIBIT A WWRD IRELAND IPCO LLC PATENTS

Attached.

A-1

Registered Design Rights

WWRD IRELAND IPCO LLC

Country of Registration	Registration	Application / Registration Number	Application / Registration Date
Benelux	Stemware	422084-0002	28-Oct-05
CTM	(John Rocha) Design for a Bowl	289129-0001	2-Feb-05
CTM	(John Rocha) Design for a Bowl	289129-0002	2-Feb-05
CTM	(John Rocha) Design for a Bowl	289129-0003	2-Feb-05
CTM	(John Rocha) Design for a Bowl	289129-0004	2-Feb-05
CTM	(John Rocha) Design for a Bowl	289129-0005	2-Feb-05
CTM	(John Rocha) Design for a Glass	289186-0001	2-Feb-05
CTM	(John Rocha) Design for a Glass	289186-0002	2-Feb-05
CTM	(John Rocha) Design for a Glass	289186-0003	2-Feb-05
CTM	(John Rocha) Design for a Glass	289186-0004	2-Feb-05
CTM	(John Rocha) Design for a Glass	289186-0005	2-Feb-05
CTM	(John Rocha) Design for a Lampshade	289178-0001	2-Feb-05
CTM	Lamp Shade	000289178-0001	2-Feb-05
CTM	Stemware	000422084-0001	28-Oct-05
CTM	Stemware	000422084-0002	28-Oct-05
Ireland	WATERFORD W RANGE - A Bowl	D13918	1-Jun-01
Ireland	WATERFORD W RANGE - A Bowl	D13915	1-Jun-01
Ireland	WATERFORD W RANGE - A Bowl	D13935	1-Jun-01
Ireland	WATERFORD W RANGE - A Bowl	D13938	1-Jun-01
Ireland	WATERFORD W RANGE - A Bowl	D13942	1-Jun-01
Ireland	WATERFORD W RANGE - A Bowl	D13943	1-Jun-01
Ireland	WATERFORD W RANGE - A Bowl	D13939	1-Jun-01
Ireland	WATERFORD W RANGE - A Candle Stick	D13916	1-Jun-01
Ireland	WATERFORD W RANGE - A Candle Stick	D13917	1-Jun-01
Ireland	WATERFORD W RANGE - A Candle Stick	D13969	1-Jun-01
Ireland	WATERFORD W RANGE - A Candle Stick	D13934	1-Jun-01
Ireland	WATERFORD W RANGE - A Candle Stick	D13941	1-Jun-01
Ireland	WATERFORD W RANGE - A Clock	D13914	1-Jun-01
Ireland	WATERFORD W RANGE - A Clock	D13937	1-Jun-01
Ireland	WATERFORD W RANGE - A Clock	D13944	1-Jun-01
Ireland	WATERFORD W RANGE - A Clock	D13940	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13971	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13973	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13936	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13974	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13975	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13977	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13978	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13976	1-Jun-01
Ireland	WATERFORD W RANGE - A Vase	D13972	1-Jun-01
Ireland	WATERFORD W RANGE - A Votive Candle Stick	D13970	1-Jun-01

Doc#: US1:8302240v4

Country of Registration	Registration	Application / Registration Number	Application / Registration Date
United Kingdom	W Collection	2106533	1-Jun-01
United Kingdom	W Collection	2106534	1-Jun-01
United Kingdom	W Collection	2106535	29-Apr-02
United Kingdom	W Collection	2106536	1-Jan-01
United States	""A VASE""	D462,296	3-Sep-02
United States	""A VASE""	D462,294	3-Sep-02
United States	""A VASE""	D462,293	3-Sep-02
United States	""A VASE""	D462,295	3-Sep-02
United States	Band for a Stem of a Stemmed Glass	D552927	16-Oct-07
United States	Bowl	D517,865 S	28-Mar-06
United States	Bowl	D514888	14-Feb-06
United States	Bowl (Centre Piece)	D513375	3-Jan-06
United States	Decanter	D514368	7-Feb-06
United States	Lampshade	D545,489 S	26-Jun-07
United States	Tumbler	D515871	28-Feb-06
United States	Vase	D522,405 S	6-Jun-06
United States	Wine Glass	D541,109 S	24-Apr-07

Doc#: US1:8302240v4