

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wedgwood Limited		11/26/2003	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Barclays Bank plc
Street Address:	54 Lombard Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC3P 3AH
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 19		
Property Type	Number	Word Mark
Registration Number:	2749134	JASPER
Registration Number:	62522	
Registration Number:	1475007	QUEEN'S WARE
Registration Number:	2417859	W
Registration Number:	1033919	WEDGWOOD
Registration Number:	1425444	WEDGWOOD
Registration Number:	1462059	WEDGWOOD
Registration Number:	1471030	WEDGWOOD
Registration Number:	1685486	WEDGWOOD
Registration Number:	60198	WEDGWOOD
Registration Number:	1756733	WEDGWOOD
Registration Number:	1761413	WEDGWOOD
Registration Number:	1829464	WEDGWOOD
Registration Number:	2013151	WEDGWOOD

CH \$490.00 2749134

Registration Number:	2524078	WEDGWOOD
Registration Number:	2355371	WEDGWOOD GRAND GOURMET
Registration Number:	1444192	
Serial Number:	76424151	
Serial Number:	76054934	STARSHIP

CORRESPONDENCE DATA

Fax Number: (212)425-5288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: tmdocketny@kenyon.com

Correspondent Name: Gregg A. Paradise, Esq.

Address Line 1: One Broadway

Address Line 2: Kenyon & Kenyon

Address Line 4: New York, NEW YORK 10004

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gregg A. Paradise, Esq.

Total Attachments: 4

source=wedgwoodlimited#page1.tif

source=wedgwoodlimited1#page1.tif

source=wedgwoodlimited2#page1.tif

source=wedgwoodlimited3#page1.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 26th day of November, 2003, by and between Wedgwood Limited, a corporation registered in England with company number 00044052, with a principal place of business at Barlaston, Stoke on Trent, Staffordshire ST12 9ES, England, United Kingdom ("Grantor"), and Barclays Bank plc, a corporation with a principal place of business at 54 Lombard Street, London EC3P 3AH, United Kingdom ("Secured Party"). Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Grantor is the owner of the trademarks set forth in Exhibit "A" attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Security Agreement among the Parties hereto and certain additional parties, effective 26 November 2003 (the "Security Agreement"), Grantor has granted to Secured Party, as Security Trustee for the Finance Parties (as such terms are defined in the Security Agreement), a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Grantor's grant to Secured Party of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark 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 Secured Party, for the benefit of the Finance Parties, and the Secured Party hereby accepts from the Grantor, 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in Exhibit "A" hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolised by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks;

(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, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party for the benefit of the Finance Parties in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party 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 Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. This Trademark Security Agreement is governed by the trademark 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 Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 26th day of November, 2003.

Dated: 26/11/2003

By: R. Barnes
Name: RICHARD BARNES
Title: DIRECTOR

Dated: 26/11/2003

By: [Signature]
Name: Frank M. Rogers
Title: DIRECTOR, BARCLAYS BANK PLC.

646451

TRADEMARK

REEL: 002760 FRAME: 0463

EXHIBIT A
WEDGWOOD LIMITED
TRADE MARKS

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
JASPER	2749134	08/12/03	21	Registered
PORTLAND VASE	62522	05/14/07	21	Registered
QUEENSWARE	1475007	02/02/88	21	Registered
W LOGO	2417859	01/02/01	14, 21	Registered
WEDGWOOD	1033919	02/17/76	21	Registered
WEDGWOOD	1425444	01/20/87	06, 08, 14, 21	Registered
WEDGWOOD	1462059	10/20/87	28	Registered
WEDGWOOD	1471030	12/29/87	42	Registered
WEDGWOOD	1685486	05/05/92	30	Registered
WEDGWOOD	1756733	03/09/93	14	Registered
WEDGWOOD	1761413	03/30/93	21	Registered
WEDGWOOD	1829464	04/05/94	25	Registered
WEDGWOOD	2013151	11/05/96	30	Registered
WEDGWOOD	2524078	01/01/02	11, 24	Registered
WEDGWOOD	60198	01/29/07	21	Registered
WEDGWOOD BLUE (COLOUR) & CLOCK DESIGN	76/424151	06/24/02	14, 21	Pending
WEDGWOOD GRAND GOURMET	78/054934	03/26/01	08, 21	Pending

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
WEDGWOOD GRAND GOURMET	2355371	06/06/00	21	Registered
WHITE ON BLUE JASPER DESIGNS	1444192	06/23/87	21	Registered