

03-21-2005

RECI  
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102962637

To the director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

3-21-05

1. Name of conveying party(ies)/Execution Date(s):

BURDALE FINANCIAL LIMITED

- Individual(s)
- General Partnership
- Corporation-State \_\_\_\_\_
- Other: \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Execution Date(s) January 5, 2005

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: WACHOVIA BANK, NATIONAL ASSOCIATION

Internal Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: USA

Zip: 10036

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship

Other  Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Appointment of New Security Trustee
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

2749134

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-684-6104

Email Address: pcappello@oshr.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$515.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature:

Preston R. Cappello  
Signature

3/15/05  
Date

Preston R. Cappello

Total number of pages including cover sheet, attachments, and document.

03/21/2005 DBYRNE 00000080 2749134

01 FC:8521  
02 FC:8522

40.00 Fee of Person Signing  
Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A  
WEDGWOOD LIMITED  
TRADEMARKS

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 (COLOR) & CLOCK DESIGN	76/424151	06/24/02	14, 21	Pending
WEDGWOOD GRAND GOURMET	78/054934	03/26/01	08, 21	Pending
WEDGWOOD GRAND GOURMET	2355371	06/06/00	21	Registered
WHITE ON BLUE JASPER DESIGNS	1444192	06/23/87	21	Registered
WEDGWOOD GRAND GOURMET	78050832	01/03/01	21, 24	Pending

DATED 5<sup>th</sup> January 2005

BURDALE FINANCIAL LIMITED

- and -

WACHOVIA BANK, NATIONAL ASSOCIATION

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DEED OF APPOINTMENT OF  
NEW AGENT AND NEW SECURITY TRUSTEE

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

Tel: 020 7524 6000

**BETWEEN:**

- (1) **BURDALE FINANCIAL LIMITED** of 53 Queen Anne Street, London W1G 9HP (the "Retiring Agent"); and
- (2) **WACHOVIA BANK, NATIONAL ASSOCIATION** of 1 Wachovia Centre, 301 South College Street, Charlotte, North Carolina, 28288-0013 USA (the "New Agent")

**WHEREAS:**

- (A) The Retiring Agent at present fulfils the role of agent and security trustee under the terms of the documentation described below.
- (B) The Retiring Agent wishes to retire from that position, and the new Agent is willing to assume it.

**NOW THIS DEED WITNESSES as follows:**

**1. DEFINITIONS**

1.1 In this Deed:

"**Charge over Deposit**" means a charge over deposit dated 21 December 2004 and made between Sir Anthony O'Reilly (1) and the Retiring Agent (2); and

"**Facility Agreement**" means the €210,000,000 and US\$ 30,000,000 facility agreement dated 30 September 2004 and made between Waterford Wedgwood plc (1), the Original Borrowers named therein (2), the Original Guarantors named therein (3), the Original Senior Lenders named therein (4), the Original Senior Tranche B Lenders named therein (5), the Ancillary Facility providers named therein (6) and the Retiring Agent (7).

1.2 Terms defined in the Facility Agreement have the same meaning where used in this Deed.

**2. APPOINTMENT OF NEW AGENT**

2.1 In accordance with the powers conferred upon it pursuant to:

- (a) clauses 28.10(a) and 28.15 of the Facility Agreement; and
- (b) section 36 of the Trustee Act 1925,

the Retiring Agent appoints the new Agent (in place of the Retiring Agent) to be:

- (a) the agent for the purposes of the Facility Agreement and the other Finance Documents; and
- (b) the security trustee for the purposes of the Finance Documents, where a security trustee is required for the purposes of any such documents.

2.2 In accordance with the powers conferred upon it pursuant to;

- (a) clause 7.2 of the Charge over Deposit; and
  - (b) section 36 of the Trustee Act 1925,
- the Retiring Agent appoints the New Agent to be agent and security trustee for the purposes of the Charge over Deposit.

2.3 The retirements and appointments contemplated by this clause 2 shall take effect on the date of this Deed.

3. MISCELLANEOUS

The Retiring Agent and the New Agent each agree that they will, on the request of the other:

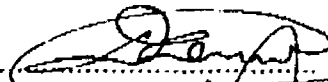
- (a) execute such documents and take such other steps as may be necessary to give full effect to the retirement and appointment contemplated by this Deed; and
- (b) without limiting the foregoing, ensure that the transfer of the entitlement to any Security Interest is duly noted on any register on which such Security Interest has been recorded, provided that, prior to the completion of any such transfer in accordance with applicable law, the Retiring Agent hereby agrees that it shall take any and all actions requested by the New Agent on behalf of the Senior Lenders to enforce the terms of the Facility Agreement and the other Finance Documents provided, that, the Retiring Agent is indemnified as if it were the "Agent" in accordance with the terms of Clause 28.9 of the Facility Agreement (as in effect on the date of this Deed) for all costs and expenses incurred by it in connection with any such requested action.

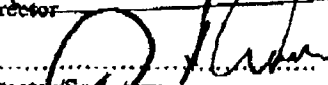
4. LAW

This Deed is governed by English Law.


IN WITNESS whereof, the parties have executed and delivered this Deed on the date stated above.


EXECUTED as a DEED  
For and on behalf of  
BURDALE FINANCIAL LIMITED

  
.....  
Director

  
.....  
Director/Secretary

EXECUTED as a DEED  
For and on behalf of  
WACHOVIA BANK, NATIONAL ASSOCIATION

  
.....  
Authorised Signatory

  
.....  
Authorised Signatory

Dated: 5th January 2005

**Waterford Wedgwood plc – Facility Agreement  
dated 30 September 2004 (the “Agreement”)**

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 26.5 (*Procedure for transfer*):
  - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment (if any), rights and obligations referred to in the Schedule in accordance with Clause 26.5 (*Procedure for transfer*).
  - (a) The proposed Transfer Date is 5th January 2005.
  - (b) The address, fax number and attention details for notices of the New Lender for the purposes of Clause 33 (*Notices*) are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 26.4 (*Limitation of responsibility of Existing Lenders*).
4. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
5. This Transfer Certificate is governed by English law.

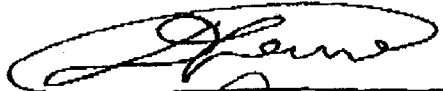
**THE SCHEDULE**

**Rights and obligations to be transferred**

The whole of the Existing Lender's Senior Commitment and participation in the Senior Loans.

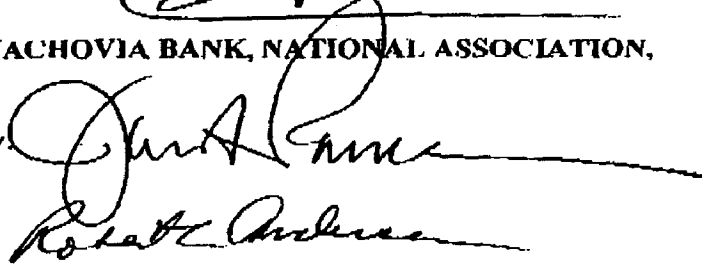
**BURDALE FINANCIAL LIMITED**

By:



**WACHOVIA BANK, NATIONAL ASSOCIATION,**

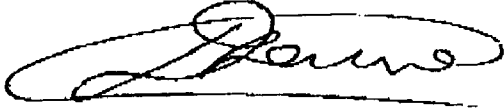
By:



This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as ~~the~~ *Stn*

*January 2005*

By: **BURDALE FINANCIAL LIMITED**



DATED 5th January 2005

BURDALE FINANCIAL LIMITED

- and -

WACHOVIA BANK, NATIONAL ASSOCIATION

---

DEED OF APPOINTMENT OF  
NEW SECURITY TRUSTEE  
- INTERCREDITOR DEED

---

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

Tel: 020 7524 6000



THIS DEED OF APPOINTMENT is dated *5<sup>th</sup> January* 2005

**BETWEEN:**

- (1) **BURDALE FINANCIAL LIMITED** of 53 Queen Anne Street, London W1G 9HP (the "Retiring Security Trustee"); and
- (2) **WACHOVIA BANK, NATIONAL ASSOCIATION** of 1 Wachovia Centre, 301 South College Street, Charlotte, North Carolina 28288-0013, USA (the "New Security Trustee")

**WHEREAS:**

- (A) The Retiring Security Trustee at present fulfils the role of Security Trustee and under the terms of the documentation described below.
- (B) The Retiring Security Trustee wishes to retire from that position, and the new Security Trustee is willing to assume it.

NOW THIS DEED WITNESSES as follows:

**1. DEFINITIONS**

1.1 In this Deed:

"**Intercreditor Deed**" means the Intercreditor and Security Trust Agreement dated 30 September 2004 and made between Waterford Wedgwood PLC (1) the Subsidiary Obligors named therein (2), the HY Bond Guarantors named therein (3), Burdale Financial Limited (4), The Bank of New York (5), The Senior Lenders named therein (6) and the Ancillary Banks (7).

1.2 Terms defined in the Intercreditor Deed have the same meaning where used in this Deed.

**2. APPOINTMENT OF NEW SECURITY TRUSTEE**

2.1 In accordance with the powers conferred upon it pursuant to:

- (a) Paragraphs 5.1 and 5.2 of Schedule 4 of the Intercreditor Deed; and
- (b) section 36 of the Trustee Act 1925,

the Retiring Security Trustee appoints the new Security Trustee (in place of the Retiring Security Trustee) to be the Security Trustee for the purposes of the Intercreditor Deed.

2.2 The retirement and appointment contemplated by this clause 2 shall take effect on the date of this Deed.

**3. MISCELLANEOUS**

The Retiring Security Trustee and the New Security Trustee each agree that they will, on the request of the other:

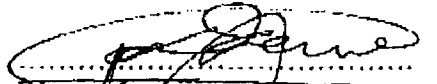
- (a) execute such documents and take such other steps as may be necessary to give full effect to the retirement and appointment contemplated by this Deed; and
- (b) without limiting the foregoing, ensure that the transfer of the entitlement to any Security Interest is duly noted on any register on which such security interest has been recorded.

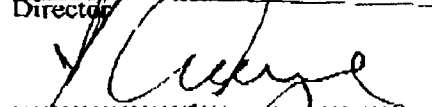
**4. LAW**

This Deed is governed by English law.

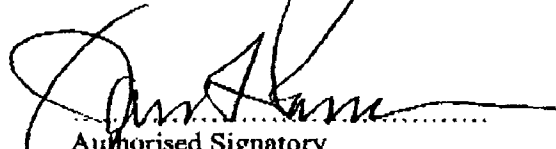
IN WITNESS whereof, the parties have executed and delivered this Deed on the date stated above.


EXECUTED as a DEED  
For and on behalf of  
BURDALE FINANCIAL LIMITED

  
.....  
Director

  
.....  
Director/Secretary

EXECUTED as a DEED  
For and on behalf of  
WACHOVIA BANK, NATIONAL ASSOCIATION

  
.....  
Authorised Signatory

  
.....  
Authorised Signatory

To: Burdale Financial Limited as Security Trustee

From: Wachovia Bank, National Association

5th January 2005

THIS DEED dated 5th January 2005, is supplemental to the intercreditor and security trust deed (the "Deed") dated 30 September 2004 and made between Waterford Wedgwood plc, certain Obligors as defined therein, the Security Trustee as defined therein and certain Creditors as defined therein.

Words and expressions defined in the Deed have the same meaning when used in this deed.

Wachovia Bank, National Association (the "Acceding Creditor") of 1 Wachovia Centre, 301 South College Street, Charlotte, North Carolina 28288-0013, USA hereby agrees with each other person who is currently or who becomes a party to the Deed that with effect from the date hereof and in accordance with the provisions of Clause 14.4 (*Creditor's Accession*) of the Deed the Acceding Creditor will become a party to and be bound by and benefit from the Deed as Creditor and shall assume such of the obligations of Burdale Financial Limited as are specified in the Schedule hereto.

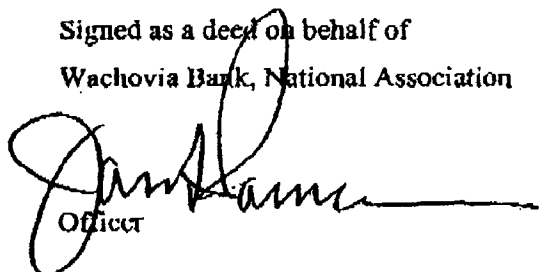
The address for notices to the Acceding Creditor for the purposes of Clause 22 (*Notices*) of the Deed is:


[ ]

This deed is governed by and shall be construed in accordance with English law.

IN WITNESS WHEREOF this deed has been executed by the parties hereto as a deed on the day and year first above written.

Signed as a deed on behalf of  
Wachovia Bank, National Association

  
Officer

Officer 

Schedule of Transferring Creditors Obligations

All of the rights and obligations of Burdale Financial Limited as a Creditor under the terms of the Deed.

83748/0005/22044853 v.2

**TRADEMARK**  
**REEL: 003137 FRAME: 0215**

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 30<sup>th</sup> day of September, 2004, 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 Burdale Financial Limited, a corporation with a principal place of business at 53 Queen Anne Street, W1G 9HP, 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 Deed of Debenture, dated September 30, 2004 among the Parties hereto and certain additional parties, (the "Security Agreement"), Grantor has granted to Secured Party, as Agent for the Creditors (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 Creditors, 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 symbolized 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 Creditors 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 supersedes 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 30 day of September, 2004.

Dated: September 30, 2004

WEDGWOOD LIMITED

By: Michael Parks  
Name: Michael Parks  
Title: Authorized Signatory

BURDALE FINANCIAL LIMITED

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 30 day of September, 2004.

WEDGWOOD LIMITED

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

BURDALE FINANCIAL LIMITED

Dated: September 30 2004

By: NRH

Name: NR HOLL

Title: DIRECTOR



## EXHIBIT A

## WEDGWOOD LIMITED

## TRADEMARKS

Mark	Application/ Registration No	Application/ Registration Date	Classes	Status
JASPER	2749134	08/12/03	21	Registered
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WEDGWOOD	60198	01/29/07	21	Registered
WEDGWOOD BLUE (COLOR) & CLOCK DESIGN	76/424151	06/24/02	14, 21	Pending
WEDGWOOD GRAND GOURMET	78/054934	03/26/01	08, 21	Pending
WEDGWOOD GRAND GOURMET	2355371	06/06/00	21	Registered
WHITE ON BLUE JASPER DESIGNS	1444192	06/23/87	21	Registered
WEDGWOOD GRAND GOURMET	78050832	01/03/01	21, 24	Pending

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