

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

82000-145

2

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

1. Name of conveying party(ies):

WWRD Ireland IPCo LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Association
- Limited Partnership

Other Delaware limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 26, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as agent

Internal

Address: _____

Street Address: 335 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10017

Association Citizenship National Banking Association

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

145

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3,640

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

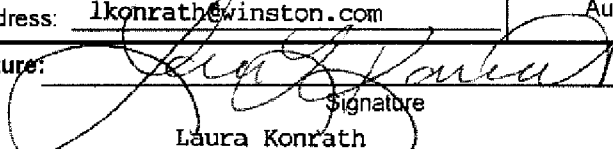
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

4/13/09
Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$3590.00 232428 77504374

Continuation Item 4

EXHIBIT A
 WWRD IRELAND IP Co LLC
 UNITED STATES TRADEMARKS

Mark	Application/Registration Number	Application/Registration Date
CLARENDON	2,632,666	08 Oct 2002
HANOVER	2007779	15 Oct 1996
IMPRINT	2256069	22 Jun 1999
INCLINE	2341821	11 Apr 2000
JOHN ROCHA DEVICE (Design Only)	2216704	05 Jan 1999
MARQUIS	2114362	18 Nov 1997
MARQUIS	1949844	23 Jan 1996
MARQUIS BY WATERFORD	2355876	06 Jun 2000
MARQUIS BY WATERFORD	2860652	06 Jul 2004
SUMMER BREEZE	2,608,643	20 Aug 2002
WESTHAMPTON	2,616,536	10 Sep 2002
ADARE	889741	21 Apr 1970
ALANA	890479	05 May 1970
ARAGLIN	1426618	27 Jan 1987
ARAGLIN PATTERN (Design Only)	2340840	11 Apr 2000
ARDREE	1426617	27 Jan 1987
ASHBOURNE	1430289	24 Feb 1987
ASHLING	890484	05 May 1970
ASHWORTH	2310008	18 Jan 2000
AVOCA	1371331	19 Nov 1985
BALLYLEE	2,090,839	26 Aug 1997
BALLYMORE	1626015	04 Dec 1990
BALLYSHANNON	1430288	24 Feb 1987
BOYNE	890482	05 May 1970
CAPRICE	2905590	November 30, 2004
CARDIFFE	2345944	25 Apr 2000
CARINA	1771503	18 May 1993
CARLETON GOLD	2092836	02 Sep 1997
CASHEL	890478	05 May 1970
CASHS	1288972	07 Aug 1984
CASTLEMAINE	1686463	12 May 1992
CASTLETOWN	1044200	20 Jul 1976
CLARA	1624906	27 Nov 1990
CLARE	889742	21 Apr 1970
CLODAGH	1710077	25 Aug 1992
COLLEEN	890481	05 May 1970
COMERAGH	1006369	11 Mar 1975
CONNOISSEUR GOLD	3572642	10 Feb 2009

COLLECTION		
CONNOISSEUR GOLD STEMWARE TRADE DRESS (Design Only)	3,374,471	22 Jan 2008
CROSSHAVEN	2345943	25 Apr 2000
CURRAGHMORE	1043574	13 Jul 1976
DONEGAL	913400	08 Jun 1971
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DUNMORE	889745	21 Apr 1970
EDINBURGH CRYSTAL	2290771	09 Nov 1999
EILEEN	889743	21 Apr 1970
EVOLUTION BY WATERFORD	3151603	03 Oct 2006
GALTEE	889744	21 Apr 1970
GLANDORE	1488490	17 May 1988
GLENCREE	889387	14 Apr 1970
GLENGARRIFF	1006374	11 Mar 1975
GLENMORE	889389	14 Apr 1970
GRENVILLE	2069508	10 Jun 1997
HARCOURT	2310009	18 Jan 2000
HIBERNIA	899660	29 Sep 1970
HWH LOGO	2243362	04 May 1999
INNISFAIL	889384	14 Apr 1970
KATHLEEN	890477	05 May 1970
KELLS	2350536	16 May 2000
KELSEY	2278905	21 Sep 1999
KENMARE	889386	14 Apr 1970
KILDARE	1006370	11 Mar 1975
KILRUSH	1427527	03 Feb 1987
KINCORA	1624907	27 Nov 1990
KINSALE	889383	14 Apr 1970
KYLEMORE	889385	14 Apr 1970
LEANA	2278906	21 Sep 1999
LIGHTSTYLES BY WATERFORD	3,174,926	21 Nov 2006
LISMORE	2,373,295	01 Aug 2000
LISMORE	2,186,815	01 Sep 1998
LISMORE	890,480	05 May 1970
LISMORE	77/504374 (Intent to Use)	20 Jun 2008
LISMORE (suite pattern) Design Only	1612976	11 Sep 1990
LISSADEL	1885600	21 Mar 1995
LUCERNE	2090837	26 Aug 1997
MAEVE	1409473	16 Sep 1986
MARQUIS BY WATERFORD	2993101	06 Sep 2005
MAURFEN	889391	14 Apr 1970
MOONCOIN	1480836	15 Mar 1988

OVERTURE	2249662	01 Jun 1999
PALLAS	2088966	19 Aug 1997
POWERSCOURT	2355688	06 Jun 2000
POWERSCOURT	1043575	13 Jul 1976
ROSCREA	1427526	03 Feb 1987
ROSSLARE	890476	05 May 1970
ROSSMORE	1481638	22 Mar 1988
ROYAL TARA	889390	14 Apr 1970
SEAHORSE (Word Mark)	3401839	25 Mar 2008
SEAHORSE DEVICE	77/057778 (Intent to Use)	6 Dec 2006
SEAHORSE DEVICE	78/914310	22 Jun 2006
SEAHORSE DEVICE	77/195369	1 Jun 2007
SEAHORSE DEVICE	77/260499 (Intent to Use)	21 Aug 2007
SEAHORSE DEVICE	3290559	11 Sep 17
SEAHORSE DEVICE	3303073	02 Oct 2007
SEAHORSE DEVICE (Design Only)	3557616	06 Jan 2009
SHANDON	1605607	10 Jul 1990
SHEILA	889392	14 Apr 1970
SLANE	1367686	29 Oct 1985
TALL COLLEEN	1409474	16 Sep 1986
TEMPLEMORE	889388	14 Apr 1970
THE CRYSTAL PAVILION	3566461	27 Jan 2009
THE EDGE	76/134314 (Intent to Use)	25 Sep 2000
THE HEALTHY KITCHEN	78/957224 (Intent to Use)	06 Sep 2006
THE WATERFORD CRYSTAL PAVILION	77179925	14 May 2007
TRALEE	890475	05 May 1970
TRAMORE	890483	05 May 1970
VINTAGE	2892400	10 Sep 2008
W LOGO	2,751,047	12 Aug 2003
WATERFORD	3564745	20 Jan 2009
WATERFORD	78/972993 (Intent to Use)	13 Sep 2006
WATERFORD	3532841	18 Nov 2008
WATERFORD	77/195400 (Intent to Use)	1 Jun 2007
WATERFORD	1417635	18 Nov 1986
WATERFORD	1414135	21 Oct 1986
WATERFORD	1309956	18 Dec 1984
WATERFORD	3,438,863	03 Jun 2008
WATERFORD	2393891	10 Oct 10
WATERFORD	2203273	10 Nov 1998
WATERFORD	1459373	29 Sep 1987
WATERFORD	1309714	18 Dec 1984
WATERFORD	2166133	16 Jun 1998
WATERFORD	2355690	06 Jun 2000
WATERFORD	1459173	29 Sep 1987

WATERFORD	951941	30 Jan 1973
WATERFORD	3,297,227	25 Sep 2007
WATERFORD	3276087	07 Aug 2007
WATERFORD	2,788,341	02 Dec 2003
WATERFORD	3056140	31 Jan 2006
WATERFORD	77/415692 (Intent to Use)	11/21/08
WATERFORD	78/848992 (Intent to Use)	3/29/06
WATERFORD	77/415692 (Intent to Use)	21 Nov 2008
WATERFORD	78/848992 (Intent to Use)	29 Mar 2006
WATERFORD CRYSTAL WITH SEAHORSE DEVICE	1562487	24 Oct 1989
WATERFORD CRYSTAL WITH SEAHORSE DEVICE	1577340	16 Jan 1990
WATERFORD CRYSTAL WITH SEAHORSE DEVICE	1562118	24 Oct 1989
WATERFORD HOLIDAY HEIRLOOMS	3071703	21 Mar 2006
WATERFORD HOLIDAY HEIRLOOMS &	2239473	13 Apr 1999
WATERFORD IRELAND	2898833	02 Nov 2004
WATERFORD IRELAND SANDBLAST DEVICE	3,043,212	17 Jan 2006
WATERFORD VINEYARDS	2805962	13 Jan 04
WATERFORD WEDGWOOD	1744890	05 Jan 1993
WATERFORD WITH SEAHORSE DEVICE	2402350	07 Nov 2000
WATERFORD WITH SEAHORSE DEVICE	1566992	21 Nov 1989
WATERFORD WITH SEAHORSE DEVICE	1598644	29 May 1990
WYNNEWOOD	2,090,835	26 Aug 1997

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 26 day of March, 2009, 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 Obligor 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 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 General Security Agreement, dated March 26, 2009 among the Parties hereto and certain additional parties, (the "Security 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 trademark assets described in Recital Paragraph "A" and more fully defined herein below as the "Trademark Collateral".

C. Pursuant to the Security 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 trademark assets described in Recital Paragraph "A" and more fully defined herein below 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 Agent, for the benefit of the Secured Parties, and the Agent 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;

NY:1227163.2

- (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.

Notwithstanding the foregoing, in the case of any intent-to-use trademark application in the United States, the security interest shall not be granted until a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

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.

3. The rights and remedies of the Agent 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 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 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.

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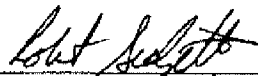
IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 26 day of March, 2009.

WWRD IRELAND IP CO LLC

By: 
Name: Michael Psaros
Title: President

[WWRD Ireland IP Co LLC Trademark Security Agreement]

BANK OF AMERICA, N.A.

By: 
Name: Robert Scalizzi
Title: Vice President

[WWRD Ireland IP Co LLC Trademark Security Agreement]

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WATERFORD	1459173	29 Sep 1987

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