

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waterford Wedgwood plc		11/26/2003	CORPORATION:

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:

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Serial Number:	76513125	WATERFORD
Registration Number:	1577340	WATERFORD CRYSTAL
Registration Number:	1566992	WATERFORD CRYSTAL
Registration Number:	2203274	WATERFORD CRYSTAL
Registration Number:	1598644	WATERFORD CRYSTAL
Registration Number:	1562487	WATERFORD CRYSTAL
Registration Number:	1562118	WATERFORD CRYSTAL
Registration Number:	1562086	WATERFORD CRYSTAL

CORRESPONDENCE DATA	
Fax Number:	(212)425-5288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

CH \$215.00 76513125

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gregg A. Paradise, Esq.

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 26<sup>th</sup> day of November 2003, by and between Waterford Wedgwood plc, a Republic of Ireland corporation with a principal place of business at Kilbarry, Waterford, Republic of Ireland ("Grantor"), and Barclays Bank plc, a corporation with a principal place of business at 54 Lombard St., 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 Debenture 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.

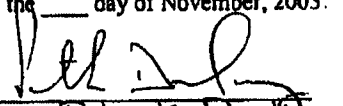
7. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.

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 \_\_\_\_\_ day of November, 2003.

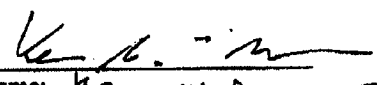
Dated: 25 November '03

By:

  
Name: Patrick O'Connell  
Title: Secretary

Dated: 25 November '03


By:

  
Name: Kevin McGowan  
Title: Director

Dated: 26 November '03

646469

By:

  
Name: Frank M. Rogers  
Title: Director, Barclays Bank PLC

TRADEMARK

REEL: 002761 FRAME: 0360

**EXHIBIT A****WATERFORD WEDGWOOD PLC****TRADE MARKS**

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
ADARE	889741	04/21/70	21	Registered
ALANA	890479	05/05/70	21	Registered
ALLEGRA	76/473,285	11/20/02	21	Pending
ARAGLIN	1426618	01/27/87	21	Registered
ARAGLIN PATTERN	2340840	04/11/00	21	Registered
ARDREE	1426617	01/27/87	21	Registered
ASHBOURNE	1430289	02/24/87	21	Registered
ASHLING	890484	05/05/70	21	Registered
ASHWORTH	2310008	01/18/00	21	Registered
AVOCA	1371331	11/19/85	21	Registered
BALLYLEE	2090839	08/26/97	21	Registered
BALLYMORE	1626015	12/04/90	21	Registered
BALLYSHANNON	1430288	02/24/87	21	Registered
BOYNE	890482	05/05/70	21	Registered
CAPRICE	76/473,286	11/20/02	21	Pending
CARDIFFE	2345944	04/25/00	21	Registered
CARINA	1771503	05/18/93	21	Registered
CARLETON	2191486	09/22/98	16	Registered
CARLETON GOLD	2092836	09/02/97	21	Registered
CASHEL	890478	05/05/70	21	Registered

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
CASTLEMAINE	1686463	05/12/92	21	Registered
CASTLETOWN	1044200	07/20/76	21	Registered
CLARA	1624906	11/27/90	21	Registered
CLARE	889742	04/21/70	21	Registered
CLODAGH	1710077	08/25/92	21	Registered
COLLEEN	890481	05/05/70	21	Registered
COLLEEN	2371341	07/25/00	14	Registered
COMERAGH	1006369	03/11/75	21	Registered
CROSSHAVEN	2345943	04/25/00	21	Registered
CURRAGHMORE	1043574	07/13/76	21	Registered
DONEGAL	913400	06/08/71	21	Registered
DUNLOE	1488491	05/17/88	21	Registered
DUNMORE	889745	04/21/70	21	Registered
EILEEN	889743	04/21/70	21	Registered
GALTEE	889744	04/21/70	21	Registered
GLANDORE	1488490	05/17/88	21	Registered
GLENCREE	889387	04/14/70	21	Registered
GLENGARRIFF	1006374	03/11/75	21	Registered
GLENMORE	889389	04/14/70	21	Registered
GRENVILLE	2069508	06/10/97	21	Registered
HARCOURT	2310009	01/18/00	21	Registered
HIBERNIA	899660	09/29/70	21	Registered
HWH LOGO	2243362	05/04/99	21, 28	Registered
INNISFAIL	889384	04/14/70	21	Registered

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
KATHLEEN	890477	05/05/70	21	Registered
KELLS	2350536	05/16/00	21	Registered
KELSEY	2278905	09/21/99	21	Registered
KENMARE	889386	04/14/70	21	Registered
KILCASH	1319411	02/12/85	21	Registered
KILDARE	1006370	03/11/75	21	Registered
KILDARE	2379611	08/22/00	14	Registered
KILRUSH	1427527	02/03/87	21	Registered
KINCORA	1624907	11/27/90	21	Registered
KINSALE	889383	04/14/70	21	Registered
KYLEMORE	889385	04/14/70	21	Registered
LEANA	2278906	09/21/99	21	Registered
LISMORE	890480	05/05/70	21	Registered
LISMORE	2186815	09/01/98	16	Registered
LISMORE	2373295	08/01/00	21	Registered
LISMORE	2379612	08/22/00	14	Registered
LISMORE (suite pattern)	1612976	09/11/90	21	Registered
LISSADEL	1885600	03/21/95	21	Registered
LUCERNE	75/143230	07/26/96	21	Pending
LUCERNE	2090837	08/26/97	21	Registered
MAEVE	1409473	09/16/86	21	Registered
MARQUIS BY WATERFORD	78/224,500	03/12/03	31, 39	Pending
MAUREEN	889391	04/14/70	21	Registered

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
MOONCOIN	1480836	03/15/88	21	Registered
OVERTURE	2249662	06/01/99	21	Registered
PALLAS	2088966	08/19/97	21	Registered
POWERSCOURT	1043575	07/13/76	21	Registered
POWERSCOURT	2191485	09/22/98	16	Registered
POWERSCOURT	2355688	06/06/00	21	Registered
POWERSCOURT	2379613	08/22/00	14	Registered
ROSCREA	1427526	02/03/87	21	Registered
ROSSLARE	890476	05/05/70	21	Registered
ROSSMORE	1481638	03/22/88	21	Registered
ROYAL TARA	889390	04/14/70	21	Registered
SANDBLAST DEVICE	76/513,125	05/09/03	11, 20, 21	Pending
SEA HORSE DEVICE	1562086	10/24/89	14	Registered
SEA HORSE DEVICE	1562118	10/24/89	16	Registered
SEA HORSE DEVICE	1562487	10/24/89	34	Registered
SEA HORSE DEVICE	1566992	11/21/89	11	Registered
SEA HORSE DEVICE	1577340	01/16/90	08	Registered
SEA HORSE DEVICE	1598644	05/29/90	21	Registered
SEA HORSE DEVICE	2203274	11/10/98	24	Registered
SEA HORSE DEVICE	2402350	11/07/00	21	Registered
SEAHORSE Design	76/543,892	09/10/03	04	Pending
SEAHORSE Design	76/543,892	09/10/03	04	Pending
SHANDON	1605607	07/10/90	21	Registered
SHEILA	889392	04/14/70	21	Registered



Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
SIMPLY LIVING	78/206,511	01/23/03	14, 21	Pending
SIMPLY LIVING	78/236935	04/11/03	35	Pending
SLANE	1367686	10/29/85	21	Registered
TALL COLLEEN	1409474	09/16/86	21	Registered
TEMPLEMORE	889388	04/14/70	21	Registered
THE GREAT ROOM BY WATERFORD	76/507,606	04/17/03	21	Pending
THE OFFICIAL CRYSTAL OF THE NEW MILLENNIUM	2456023	05/29/01	21	Registered
TIMELESS MEMORIES	76/510766	04/30/03	04, 21, 26, 28	Pending
TRALEE	890475	05/05/70	21	Registered
TRAMORE	890483	05/05/70	21	Registered
VINTAGE	76/399,145	04/23/02	21	Pending
W (Stylised)	2751047	08/12/03	14, 21	Registered
WATERFORD	76/513125	05/09/03	11, 20, 21	Pending
WATERFORD	746232	03/05/63	21	Registered
WATERFORD	76/060073	06/02/00	18	Pending
WATERFORD	76/438,922	08/06/02	08, 14	Pending
WATERFORD	78/298,543	09/10/03	04	Pending
WATERFORD	951941	01/30/73	21	Registered
WATERFORD	1309714	12/18/84	08	Registered
WATERFORD	1309956	12/18/84	16	Registered
WATERFORD	1414135	10/21/86	11	Registered
WATERFORD	1417635	11/18/86	34	Registered

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
WATERFORD	1459173	09/29/87	14	Registered
WATERFORD	1459373	09/29/87	28	Registered
WATERFORD	2166133	06/16/98	16	Registered
WATERFORD	2203273	11/10/98	24	Registered
WATERFORD	2355690	06/06/00	21	Registered
WATERFORD	2393891	10/10/00	14	Registered
WATERFORD	76/147607	10/16/00	20, 24, 27	Pending
WATERFORD	78/224624	03/12/03	31, 39	Pending
WATERFORD (SPECIAL SCRIPT)	1098077	08/01/78	14	Registered
WATERFORD CREAM	1290577	08/14/84	33	Registered
WATERFORD CREAM & DESIGN	1304037	11/06/84	33	Registered
WATERFORD CRYSTAL	1577340	01/16/90	8	Registered
WATERFORD CRYSTAL	1566992	11/21/89	11	Registered
WATERFORD CRYSTAL	2203274	11/10/98	24	Registered
WATERFORD CRYSTAL	1598644	05/29/90	21	Registered
WATERFORD CRYSTAL	1562487	10/24/89	34	Registered
WATERFORD CRYSTAL	1562118	10/24/89	16	Registered
WATERFORD CRYSTAL	1562086	10/24/89	14	Registered
WATERFORD HOLIDAY HEIRLOOMS	78/224675	03/12/03	31, 39	Pending
WATERFORD HOLIDAY HEIRLOOMS &	2239473	04/13/99	21, 28	Registered
WATERFORD HOME ACCENTS	2339499	04/11/00	03	Registered

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
WATERFORD INTERIORS	78/162,127	09/09/02	35	Pending
WATERFORD WEDGWOOD	1744890	01/05/93	42	Registered
WATERFORD WORLD OF AWARDS &DEV	2254722	06/22/99	21	Registered
WATERFORD/IRELAND LOGO	76/513375	05/09/03	14	Pending
WYNNEWOOD	2090835	08/26/97	21	Registered