

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Assignor on the notice of recordation. previously recorded on Reel 028702 Frame 0794. Assignor(s) hereby confirms the Assignor should be listed as LYTHAM NEWCO LIMITED..

CONVEYING PARTY DATA	
Name	Execution Date
LYTHAM NEWCO LIMITED	09/02/2011

RECEIVING PARTY DATA	
Name:	CARLYLE STRATEGIC PARTNERS II LUXEMBOURG S.A, R.L.
Street Address:	67, Rue Ermesinde
Internal Address:	L-1469
City:	Luxembourg
State/Country:	LUXEMBOURG

PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6701970

CORRESPONDENCE DATA	
Fax Number:	2022937860
Phone:	202-290-7060
Email:	sughrue@sughrue.com, pchatrabhuti@sughrue.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sughrue Mion PLLC
Address Line 1:	2100 Pennsylvania Ave NW
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	032712
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NAME OF SUBMITTER:	Pete Chatrabhuti, Legal Secretary
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Total Attachments: 97
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**PATENT
 REEL: 028720 FRAME: 0690**

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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LYTHAM HOLDCO LIMITED LYTHAM NEWCO LIMITED	09/02/2011
RECEIVING PARTY DATA	
Name:	CARLYLE STRATEGIC PARTNERS II LUXEMBOURG S.A, R.L.
Street Address:	67, Rue Ermesinde
Internal Address:	L-1469
City:	Luxembourg
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6701970
CORRESPONDENCE DATA	
Fax Number:	2022937860
Phone:	202-290-7060
Email:	sughrue@sughrue.com, pchatrabhuti@sughrue.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sughrue Mion PLLC
Address Line 1:	2100 Pennsylvania Ave NW
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037
ATTORNEY DOCKET NUMBER:	032712

NAME OF SUBMITTER:	Pete Chatrabhuti, Legal Secretary
Signature:	/Pete Chatrabhuti/
Date:	08/01/2012

Total Attachments: 93

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RECEIPT INFORMATION

EPAS ID: PAT2047714
Receipt Date: 08/01/2012
Fee Amount: \$40

2 September 2011

**The Chargors
listed in Schedule 1**

and

CARLYLE STRATEGIC PARTNERS II LUXEMBOURG S.À R.L.
(as Security Agent)

DEBENTURE

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
+44.20.7710.1000 (Tel)
www.lw.com

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THIS DEED is made on 2 September 2011

BETWEEN:

- (1) **LYTHAM HOLDCO LIMITED**, a company incorporated in England and Wales with registered number 07748417 (the “**Company**”);
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each, together with the Company, a “**Chargor**” and together the “**Chargors**”); and
- (3) **CARLYLE STRATEGIC PARTNERS II LUXEMBOURG S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 67, Rue Ermesinde, L-1469 Luxembourg, with a share capital of twenty-five million three hundred fifty-nine thousand eighty-two Euro (EUR 25.359.082,00) and registered with the Luxembourg Trade and Companies Register under number B 145778 as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Debenture:

“**Account Notice**” means a notice substantially in the form set out in Part 2 of Schedule 8 (*Forms of Notices*);

“**Blocked Accounts**” means the accounts of the Chargors set out in Part 2 of Schedule 6 (*Bank Accounts*) and as specified in any relevant Security Accession Deed and/or such other accounts as the relevant Chargor and the Security Agent shall agree;

“**Charged Property**” means the assets mortgaged, charged or assigned to the Security Agent by this Debenture;

“**Chargor**” means each of the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

“**Company**” means Lytham Holdco Limited a company registered in England & Wales

“**Default Rate**” means the rate at which interest is payable under Condition 2.3 (*Default Interest*) of Schedule 2 (*Conditions*) to the PIK Loan Note Instrument;

“**Equipment**” means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 5 (*Equipment*) and as specified in any relevant Security Accession Deed;

“**Event of Default**” means any event or circumstance specified in Condition 3.3 (*Redemption on default, insolvency or Change of Control*) of Schedule 2 (*Conditions*) to the PIK Loan Note Instrument;

“**Finance Parties**” means each Noteholder and the Security Agent;

“**Financial Indebtedness**” has the meaning given to that term in the Intercreditor Agreement;

“**Group**” means the Company and its Subsidiaries for the time being;

“**Insurance Notice**” means a notice substantially in the form set out in Part 1 of Schedule 8 (*Forms of Notices*);

“**Insurance Policies**” means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 7 (*Insurance Policies*) (or as specified in any relevant Security Accession Deed), but excluding any third party liability or public liability insurance and any directors and officers insurance;

“**Intellectual Property**” means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Intellectual Property*) and as specified in any relevant Security Accession Deed;

“**Intercreditor Agreement**” has the meaning given to that term in the PIK Loan Note Instrument;

“**Investment**” means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 3 (*Shares and Investments*) and as specified in any relevant Security Accession Deed;

“**Note Document**” has the meaning given to that term in the PIK Loan Note Instrument;

“**Noteholder**” has the meaning given to that term in the PIK Loan Note Instrument;

“**Operating Accounts**” means the accounts of the Chargors set out in Part 1 of Schedule 6 (*Bank Accounts*) and as specified in any relevant Security Accession Deed and such other accounts as the relevant Chargor and the Security Agent shall agree or (following the occurrence of an Event of Default) as the Security Agent shall specify;

“**Other Debts**” means all debts and monetary claims (other than Trading Receivables);

“**Parties**” means each of the parties to this Debenture from time to time;

“**PIK Loan Note Instrument**” means the PIK loan note instrument dated on or about the date of this Debenture under which the Company has issued loan notes to the Noteholders;

“**Property**” means all freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

including, but not limited to the property, if any, specified in Schedule 2 (*Properties*) and as specified in any relevant Security Accession Deed;

“Quasi-Security” means a transaction in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

“Receiver” means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this Debenture;

“Related Rights” means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

“Secured Obligations” means all money, obligations or liabilities due, owing or incurred to any Secured Party by any Chargor under any Note Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith;

“Secured Parties” means the Finance Parties and any Receiver;

“Security” means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

“Security Accession Deed” means a deed executed by a member of the Group substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

“Shares” means all shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares and Investments*) and as specified in any relevant Security Accession Deed;

“Subsidiary” means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

“Trading Receivables” means all book and other debts arising in the ordinary course of trading; and

1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an “**agreement**” includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an “**amendment**” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “**amend**”, “**amending**” and “**amended**” shall be construed accordingly;
- (c) “**assets**” includes present and future properties, revenues and rights of every description;
- (d) “**including**” means including without limitation and “**includes**” and “**included**” shall be construed accordingly;
- (e) “**losses**” includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and “**loss**” shall be construed accordingly;
- (f) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (g) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (h) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
 - (i) any Finance Party, Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Note Documents;
 - (ii) any Note Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Note Document;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

1.4 **Incorporation by reference**

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the PIK Loan Note Instrument have the same meanings when used in this Debenture.

1.5 **Miscellaneous**

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.

2. **COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

3. **CHARGING PROVISIONS**

3.1 **Specific Security**

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage:
 - (i) all Property now belonging to or vested in it; and
 - (ii) all the Shares and Investments and all corresponding Related Rights;
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Property and the benefit of all other agreements relating to land;
 - (ii) all of its right, title and interest in the Intellectual Property;
 - (iii) all of its right, title and interest in the Equipment;

- (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (vi) all monies standing to the credit of the Operating Accounts, the Blocked Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
- (vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (viii) its goodwill and uncalled capital; and
- (ix) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies.

3.2 Floating Charge

As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3.1 (*Specific Security*) or assigned under Clause 3.3 (*Security Assignment*).

3.3 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Insurance Policies subject to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.4 Conversion of Floating Charge

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:
 - (i) an Event of Default has occurred; or
 - (ii) the Security Agent is of the view that any asset charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or
 - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:

- (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
 - (ii) that Chargor creates, or purports to create, Security (except as permitted by the Note Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture;
 - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset; or
 - (iv) if any other floating charge created by that Chargor crystallises for any reason.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4, each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.

3.5 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) and from the operation of Clause 4 (*Further Assurance*):
- (i) any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest; and
 - (ii) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property,
- in each case until the relevant condition or waiver has been satisfied or obtained.
- (b) For all leasehold property or Intellectual Property referred to in Clause 3.5(a), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

4. FURTHER ASSURANCE

4.1 General

- (a) Each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in this Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require):
 - (i) to perfect the Security created or intended to be created under or evidenced by this Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Debenture or by law;
 - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture.

5. NEGATIVE PLEDGE

No Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the PIK Loan Note Instrument or with the prior consent of the Security Agent.

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Chargor represents and warrants to the Security Agent as set out in this Clause 6 on the date of this Debenture and on each date that this Debenture remains in force.

6.2 **Property**

Schedule 2 (*Properties*) identifies all freehold and leasehold property beneficially owned by it as at the date of this Debenture. There are no proceedings, actions or circumstances relating to any of that property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used.

6.3 **Shares**

- (a) It is the legal and beneficial owner of the Shares identified against its name in Schedule 3 (*Shares and Instruments*) and all of those Shares are fully paid.
- (b) The shares of any member of the Group which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose shares are subject to the Transaction Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any member of the Group (including any option or right of pre-emption or conversion).

6.4 **Security**

No Security or Quasi-Security exists over all or any of the present or future assets of any member of the Group other than as permitted by the Note Documents.

6.5 **Ranking¹**

The Transaction Security has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security.

6.6 **Good title to assets**

It and each of its Subsidiaries has a good, valid and marketable title to, or valid leases or licences of, and all appropriate authorisations to use, the assets necessary to carry on its business as presently conducted.

6.7 **Legal and beneficial ownership**

It and each of its Subsidiaries is the sole legal and beneficial owner of the respective assets over which it purports to grant Security.

7. **PROTECTION OF SECURITY**

7.1 **Title Documents**

- (a) Each Chargor will promptly deposit with the Security Agent (or as it shall direct):
 - (i) all deeds and documents of title relating to all real property mortgaged or charged under this Debenture and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release;
 - (ii) all stocks and share certificates and other documents of title relating to the Shares and Investments together with stock transfer forms executed in blank

¹ Assumes existing security will be released

and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select;

- (iii) all Insurance Policies; and
 - (iv) all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require.
- (b) The Security Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the security created under this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under Clause 7.1(a) which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

7.2 Receivables and Bank Accounts

- (a) Each Chargor shall:
- (i) as agent for the Security Agent, collect all Trading Receivables and Other Debts charged to the Security Agent under this Debenture, pay the proceeds into an Operating Account (or, in the case of Other Debts, a Blocked Account) promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
 - (ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless permitted by the PIK Loan Note Instrument or with the prior consent of the Security Agent; and
 - (iii) where an Operating Account or a Blocked Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Operating Account or Blocked Account is maintained and use reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice.
- (b) No Chargor may withdraw all or any monies from time to time standing to the credit of any Blocked Account except with the prior consent of the Security Agent.
- (c) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Operating Accounts, unless and until an Event of Default has occurred or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen.

7.3 Insurance Policies

- (a) Each Chargor will:

- (i) promptly following execution of this Debenture (or in respect of any Insurance Policy designated as such after the date of execution of this Debenture, promptly after the date of such designation) give notice to the other party to each Insurance Policy that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Debenture. Such notice will be an Insurance Notice. Each relevant Chargor will use all reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Insurance Notice within 14 days of the execution of this Debenture (or, as the case may be, of the entering into of the relevant policy or agreement);
 - (ii) perform all its obligations under the Insurance Policies in a diligent and timely manner;
 - (iii) not make or agree to make any amendments to the Insurance Policies, waive any of its rights under such policies or agreements or exercise any right to terminate any Insurance Policy, except with the prior consent of the Security Agent.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Insurance Notice, unless and until an Event of Default has occurred.

7.4 The Land Registry

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:
- “No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register”.
- (b) Subject to the terms of the PIK Loan Note Instrument, the Noteholders are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Debenture) and this security has been made for securing those further advances. Each Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this Debenture) that there is an obligation to make further advances on the security of the registered charge.
- (c) If any Chargor fails to make the applications set out in Clauses 7.4(a) or (b) or if the Security Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application.
- (d) In respect of any of the real property mortgaged or charged under this Debenture title to which is registered at the Land Registry, it is certified that the security created by this Debenture does not contravene any of the provisions of the articles of association of any Chargor.

7.5 **Registration of Intellectual Property**

Each Chargor as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this Debenture and of the Secured Parties' interest in its existing trade marks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

7.6 **Equipment**

Promptly upon request by the Security Agent, each Chargor shall (at its own expense) affix to a visible part of such pieces of Equipment as the Security Agent shall specify a plate, label, sign or memoranda in such form as the Security Agent shall reasonably require, drawing attention to the security created by this Debenture.

8. **UNDERTAKINGS**

8.1 **General**

- (a) Each Chargor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.
- (b) Each Chargor will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all of the Charged Property.
- (c) Each Chargor will keep all real property and Equipment which forms part of the Charged Property in good and substantial repair (fair wear and tear excepted) and, where applicable, in good working order.

8.2 **Real Property**

- (a) Each Chargor will notify the Security Agent if it intends to acquire any estate or interest in any freehold, leasehold or other real property and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.
- (b) Each Chargor will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any of Property at all reasonable times during business hours and on not less than 2 Business Days notice to view the state and condition of such property and will remedy any material defect or disrepair promptly after the Security Agent serves notice of such defect or disrepair.
- (c) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Property or otherwise part with possession of the whole or any part of the Property (except as permitted by the PIK Loan Note Instrument).
- (d) Each Chargor will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Property.

8.3 **Voting and Distribution Rights**

- (a) Prior to the occurrence of an Event of Default:
 - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments; and
 - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner which would prejudice the interests of the Secured Parties under this Debenture.
- (b) At any time after the occurrence of an Event of Default, each Chargor shall exercise all voting rights in respect of its Shares and Investments as the Security Agent shall direct.
- (c) If, at any time, any Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares or Investments.

9. **SECURITY AGENT'S POWER TO REMEDY**

9.1 **Power to Remedy**

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

9.2 **Indemnity**

Each Chargor will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by any Chargor of its obligations under Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and in connection with the exercise by the Security Agent of its rights contained in Clause 9.1 above. All sums the subject of this indemnity will be payable by the relevant Chargor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

10. **CONTINUING SECURITY**

10.1 **Continuing Security**

The Security constituted by this Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

10.2 Other Security

The Security constituted by this Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable at any time after an Event of Default has occurred.

11.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

11.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after an Event of Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

11.4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Debenture.

11.5 Appropriation under the Financial Collateral Regulations

- (a) At any time after an Event of Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (b) In this Debenture, "**financial collateral**" shall mean any part of the Charged Property which falls within the definition of financial collateral in the Financial Collateral Arrangements (No.2) Regulations 2003 (No.3226).
- (c) The Security Agent shall attribute a value to the appropriated financial collateral by such commercially reasonable method (including independent valuation) as the Security Agent may select to identify the market value of the financial collateral, subject always to the terms of the Intercreditor Agreement.

11.6 Powers of Leasing

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

11.7 Fixtures

The Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

12. RECEIVERS

12.1 Appointment of Receiver

- (a) Subject to paragraph (d) below, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

12.2 Powers of Receiver

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;

- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

12.3 **Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

12.4 **Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an

administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

12.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

12.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

13. APPLICATION OF PROCEEDS

13.1 Order of Application

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

13.2 Insurance Proceeds

If an Event of Default has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

13.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

13.4 Application against Secured Obligations

Subject to Clause 13.1 above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

13.5 Suspense Account

- (a) Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

- (b) If the Security created under this Debenture is enforced at a time when no amount is due under the Note Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default under the Note Documents.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 Primary liability of Chargor

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged. Clause 8 (*Guarantee*) of the PIK Loan Note Instrument will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Chargor under this Debenture.

14.4 Security Agent

The provisions set out in the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.

14.5 Delegation

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

14.6 Cumulative Powers

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in

connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

16. PROTECTION FOR THIRD PARTIES

16.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

16.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

17. COSTS AND EXPENSES

17.1 Enforcement Expenses

Each Chargor shall, within three Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Debenture and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Security created under this Debenture or enforcing these rights.

17.2 Stamp Duties, etc

Each Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Debenture.

17.3 **Default Interest**

If not paid when due, the amounts payable under this Clause 17 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations.

18. **REINSTATEMENT AND RELEASE**

18.1 **Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Debenture that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

18.2 **Discharge Conditional**

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

18.3 **Covenant To Release**

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any action which may be necessary to release the Charged Property from the Security constituted by this Debenture.

19. **CURRENCY CLAUSES**

19.1 **Conversion**

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

19.2 **No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

20. SET-OFF

20.1 Set-off rights

Any Secured Party may set off any matured obligation due from a Chargor under the Note Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 Different Currencies

A Secured Party may exercise its rights under Clause 20.1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.3 Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

21. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the PIK Loan Note Instrument) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

22. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Event of Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

23. NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Debenture for any communication or document to be made or delivered under or in connection with this Debenture is:

- (a) as shown immediately after its name on the execution pages of this Debenture (in the case of any person who is a party as at the date of this Debenture); or
- (b) in the case of any person who becomes a party after the date of this Debenture, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

23.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

24. CHANGES TO PARTIES

24.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Note Documents.

24.2 New Subsidiaries

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the PIK Loan Note Instrument executes a Security Accession Deed.

24.3 Consent of Chargors

Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 24.2 above and irrevocably appoints the Company as its agent for the purpose of executing any Security Accession Deed on its behalf.

25. MISCELLANEOUS

25.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

25.2 Counterparts

This Debenture 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 Debenture.

25.3 Invalidity of any Provision

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

25.4 Failure to Execute

Failure by one or more Parties (“**Non-Signatories**”) to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

26. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause 26(c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Debenture has been duly executed as a deed on the date first above written.

SCHEDULE 1

THE CHARGORS

Name of Chargor	Registered Number	Registered Address
Lytham Holdco Limited	07748417	Landsdowne House 57 Berkeley Square London W1J 6ER
Lytham Financeco Limited	07748902	Landsdowne House 57 Berkeley Square London W1J 6ER
Lytham Acquisitionco Limited	07749379	Landsdowne House 57 Berkeley Square London W1J 6ER
Lytham Newco Limited	07749331	Landsdowne House 57 Berkeley Square London W1J 6ER
Brintons Carpets Limited	07715275	PO Box 16, Exchange Street, Kidderminster, Worcestershire, DY10 1AG
Brintons Overseas Holdings Limited	01351648	Exchange Street Kidderminster Worcestershire DY10 1AG
Brintons (China) Limited	05880398	PO Box 16 Exchange Street Kidderminster Worcestershire DY10 1AG

SCHEDULE 2**PROPERTIES****Registered Land**

Chargor	County and District	Address or description	Freehold or Leasehold	Title No.
Lytham Newco Limited	Kidderminster	Land and building on the north side of Castle Road and on the west side of Corporation Street, Kidderminster	Freehold	HW161573
Lytham Newco Limited	Telford	Land lying to the west of Halesfield 15 and to the east of Halesfield 15, Telford	Freehold	SL36540
Lytham Newco Limited	Telford	Brintons Limited, Halesfield 15, Telford TF7 4LE	Freehold	SL113846
Lytham Newco Limited	Worcestershire	Oldington Sports Ground, Stourport Road, Kidderminster - title number and WR132939 Land lying to the west side of Minster Road, Stourport-on-Severn, Worcestershire	Freehold	HW152761
Lytham Newco Limited	Kidderminster	Factory No 5, Stourport Road, Kidderminster	Freehold	WR128163
Lytham Newco Limited	Kidderminster	Factory 6 and 6A, Oldington Industrial Estate, Stourport Road, Kidderminster	Freehold	WR130338

SCHEDULE 3
SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Lytham Holdco Limited	Lytham Financeco Limited	1 ordinary share of £1 each
Lytham Financeco Limited	Lytham Acquisitionco Limited	1 ordinary share of £1 each
Lytham Acquisitionco Limited	Lytham Newco Limited	1 ordinary share of £1 each
Lytham Newco Limited	Brintons Carpets Limited	2 ordinary shares of £1 each
Lytham Newco Limited	Brintons Overseas Holdings Limited	Ten million fifty three thousand and sixty seven ordinary shares of £1 each
Brintons Overseas Holdings Limited	Brintons (China) Limited	Ten million fifty two thousand nine hundred and sixty seven ordinary shares of £1 each

SCHEDULE 4
INTELLECTUAL PROPERTY

Part 1
Patent and Patent Applications

JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPL. NO. FILING DATE	PATENT/PUBLICATION NO.
Australia	BRINTONS LIMITED	Lytham Newco Limited	2001265945 5/11/2001	1265945
Australia	BRINTONS LIMITED	Lytham Newco Limited	2001269005 5/11/2001	1269005
Australia	BRINTONS LIMITED	Lytham Newco Limited	2001278422 5/11/2001	1278422
China	BRINTONS LIMITED	Lytham Newco Limited	200880018577.8 4/22/2008	101711291
China	BRINTONS LIMITED	Lytham Newco Limited	200880018551.3 4/22/2008	101715497
Czech Republic	BRINTONS LIMITED	Lytham Newco Limited	2002-3612 5/11/2001	299075
Czech Republic	BRINTONS LIMITED	Lytham Newco Limited	2002-3616 5/11/2001	299933
Czech Republic	BRINTONS LIMITED	Lytham Newco Limited	2002-3613 5/11/2001	301363
EP	BRINTONS LIMITED	Lytham Newco Limited	98917419.8 4/21/1998	1012363
Belgium	BRINTONS LIMITED	Lytham Newco Limited	98917419.8 4/21/1998	1012363
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	98917419.8 4/21/1998	1012363
EP	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Austria	BRINTONS LIMITED	Lytham Newco Limited	2001001943347T 5/11/2001	E-0313654
Belgium	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Germany	BRINTONS LIMITED	Lytham Newco Limited	2001060116089 5/11/2001	60116089

JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPL. NO. FILING DATE	PATENT/PUBLICATION NO.
France	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Ireland	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Italy	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Poland	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Portugal	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
Turkey	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	01943347.3 5/11/2001	1283915
EP	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
Austria	BRINTONS LIMITED	Lytham Newco Limited	2001001947275T 5/11/2001	E-0314510
Belgium	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
Germany	BRINTONS LIMITED	Lytham Newco Limited	2001060116289 5/11/2001	60116289
France	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
Ireland	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
Italy	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
Portugal	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
Turkey	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	01947275.2 5/11/2001	1283916
EP	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902

JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPL. NO. FILING DATE	PATENT/PUBLICATION NO.
Austria	BRINTONS LIMITED	Lytham Newco Limited	2001001956432T 5/11/2001	E-0404720
Belgium	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
Germany	BRINTONS LIMITED	Lytham Newco Limited	2001600035353 5/11/2001	60135353
France	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
Ireland	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
Italy	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
Portugal	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
Turkey	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	01965432.7 5/11/2001	1313902
EP	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Belgium	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Czech Republic	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Germany	BRINTONS LIMITED	Lytham Newco Limited	2008600002625T 4/22/2008	602008002625
France	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Italy	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Poland	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Portugal	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
Turkey	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731

JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPL. NO. FILING DATE	PATENT/PUBLICATION NO.
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	08154944.6 4/22/2008	1985731
EP	BRINTONS LIMITED	Lytham Newco Limited	08154954.5 4/22/2008	
EP	BRINTONS LIMITED	Lytham Newco Limited	96302611.7 4/15/1996	0738796
Belgium	BRINTONS LIMITED	Lytham Newco Limited	96302611.7 4/15/1996	0738796
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	96302611.7 4/15/1996	0738796
EP	BRINTONS LIMITED	Lytham Newco Limited	96918783.0 6/18/1996	0842317
United Kingdom	BRINTONS LIMITED	Lytham Newco Limited	96918783.0 6/18/1996	0842317
New Zealand	BRINTONS LIMITED	Lytham Newco Limited	500636 4/21/1998	500636
New Zealand	BRINTONS LIMITED	Lytham Newco Limited	522357 5/11/2001	522357
New Zealand	BRINTONS LIMITED	Lytham Newco Limited	522358 5/11/2001	522358
New Zealand	BRINTONS LIMITED	Lytham Newco Limited	522359 5/11/2001	522359
Poland	BRINTONS LIMITED	Lytham Newco Limited	P365790 5/11/2001	204880
Poland	BRINTONS LIMITED	Lytham Newco Limited	P365830 5/11/2001	205133
Poland	BRINTONS LIMITED	Lytham Newco Limited	P363574 5/11/2001	
US	BRINTONS LIMITED	Lytham Newco Limited	12/596899 2/18/2010	
US	BRINTONS LIMITED	Lytham Newco Limited	12596904 4/5/2010	
US	BRINTONS LIMITED	Lytham Newco Limited	10/276680 11/14/2002	6701970
US	BRINTONS LIMITED	Lytham Newco Limited	10/276677 6/26/2003	6820656

JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPL. NO. FILING DATE	PATENT/PUBLICATION NO.
US	BRINTONS LIMITED	Lytham Newco Limited	10/276678 11/14/02	6994121
JAPAN	BRINTONS LIMITED	Lytham Newco Limited	2001-584619 5/11/01	
JAPAN	BRINTONS LIMITED	Lytham Newco Limited	2001-584620 5/11/01	
JAPAN	BRINTONS LIMITED	Lytham Newco Limited	2002-506283 5/11/01	

**Part 2
Trade Marks and Trade Mark Applications**

MARK	JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPLICATION NO/ DATE	REGISTRATION NO/ DATE
BELL TWIST	Australia	Brintons Limited	Lytham Newco Limited	1265545 01-OCT-2008	1265545 01-OCT-2008
BRINTONS	Australia	Brintons Limited	Lytham Newco Limited	306867 03-MAY-1977	306867 03-MAY-1977
BRINTONS	Australia	Brintons Limited	Lytham Newco Limited	751077 15-DEC-1997	751077 15-DEC-1997
BRINTONS	Bulgaria	Brintons Limited	Lytham Newco Limited	99044358N 19-JAN-1999	36076 13-JUL-1999
BRINTONS	Canada	Brintons Limited	Lytham Newco Limited	0410392	TMA228993 14-JUL-1978
BRINTONS	Canada	Brintons Limited	Lytham Newco Limited	0823161	TMA480151 12-AUG-1997
BRINTONS	China	Brintons Limited	Lytham Newco Limited	6770374 06-JUN-2008	
BRINTONS	China	Brintons Limited	Lytham Newco Limited	1126011 27-SEP-1996	1126011 14-NOV-1997

MARK	JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPLICATION NO/ DATE	REGISTRATION NO/ DATE
BRINTONS	China	Brintons Limited	Lytham Newco Limited	1130240 27-SEP-1996	1130240 28-NOV-1997
BRINTONS in Chinese Characters	China	Brintons Limited	Lytham Newco Limited	3835419 09-DEC-2003	3835419 21-DEC-2005
BRINTONS in Chinese Characters	China	Brintons Limited	Lytham Newco Limited	3835420 09-DEC-2003	3835420 14-DEC-2006
BRINTONS in Chinese Characters	China	Brintons Limited	Lytham Newco Limited	3835421 09-DEC-2003	3835421 14-DEC-2006
BRINTONS	EU	Brintons Limited	Lytham Newco Limited	374272 11-SEP-1996	374272 28-FEB-2000
BELL TWIST	EU	Brintons Limited	Lytham Newco Limited	4901121 14-FEB-2006	4901121 05-MAR-2007
WOODWARD GROSVENOR	EU	Brintons Limited	Lytham Newco Limited	5053632 03-MAY-2006	5053632 24-MAY-2007
BRINSET	EU	Brintons Limited	Lytham Newco Limited	751032 05-FEB-1998	751032 24-SEP-1999
BRINTONS	India	Brintons Limited	Lytham Newco Limited	683825 16-OCT-1995	683825 16-OCT-1995
BRINTONS	India	Brintons Limited	Lytham Newco Limited	683826 16-OCT-1995	683826 16-OCT-1995
BRINTONS	Ireland	Brintons Limited	Lytham Newco Limited	82898 13-APR-1973	82898 13-APR-1973
BRINTONS	Japan	Brintons Limited.	Lytham Newco Limited	S55-017923 11-MAR-1980	1595025 30-JUN-1983
BRINTONS in Japanese Characters	Japan	Brintons Limited.	Lytham Newco Limited	S55-017924 11-MAR-1980	1595026 30-JUN-1983
BRINTONS	Japan	Brintons Limited.	Lytham Newco Limited	H08-101797 11-SEP-1996	4101028 09-JAN-1998
BRINTONS	New Zealand	Brintons Limited	Lytham Newco Limited	266955 12-SEP-1996	266955 09-JUN-1997
BRINTONS	New Zealand	Brintons Limited	Lytham Newco Limited	266956 12-SEP-1996	266956 09-JUN-1997

MARK	JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPLICATION NO/ DATE	REGISTRATION NO/ DATE
BRINTONS	Norway	Brintons Limited	Lytham Newco Limited	199605434 10-SEP-1996	187403 18-DEC-1997
BRINTONS	Singapore	Brintons Limited	Lytham Newco Limited	T9610107Z 19-SEP-1996	T96/10107Z 19-SEP-1996
BRINTONS	Singapore	Brintons Limited	Lytham Newco Limited	T9610108H 19-SEP-1996	T96/10108H 19-SEP-1996
BRINTONS	South Korea	Brintons Limited	Lytham Newco Limited	40-1996-42759 23-SEP-1996	393224 26-JAN-1998
BRINTONS	South Korea	Brintons Limited	Lytham Newco Limited	40-1996-42758 23-SEP-1996	393861 02-FEB-1998
BRINTONS	Switzerland	Brintons Limited	Lytham Newco Limited	865/1977 18-FEB-1977	2P-287194 18-MAR-1977
BRINTONS	UK	Brintons Limited	Lytham Newco Limited	1009558 11-APR-1973	1009558
M A R Q U I S	UK	Brintons Limited	Lytham Newco Limited	1146883 13-JAN-1981	1146883
BRINSET	UK	Brintons Limited	Lytham Newco Limited	2145228 17-SEP-1997	2145228 27-MAR-1998
BASE	UK	Brintons Limited	Lytham Newco Limited	2296517 27-MAR-2002	2296517 16-MAY-2003
B E L L T W I S T	UK	Brintons Limited	Lytham Newco Limited	B1146872 13-JAN-1981	B1146872
BRINTONS	US	Brintons Limited	Lytham Newco Limited	73/124240 25-APR-1977	1095323 04-JUL-1978
BRINTONS	US	Brintons Limited	Lytham Newco Limited	75/163892 10-SEP-1996	2084075 29-JUL-1997
BRINTONS	Benelux	Brintons Limited	Lytham Newco Limited		318885 4/17/73
BRINTONS	Denmark	Brintons Limited	Lytham Newco Limited		2592/74 8/16/74
BRINTONS	France	Brintons Limited	Lytham Newco Limited		1231365 3/25/83
BRINTONS	Germany	Brintons Limited	Lytham Newco Limited		W932332 4/17/73
BRINTONS	Greece	Brintons Limited	Lytham Newco Limited		61432 6/27/78

MARK	JURISDICTION	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	APPLICATION NO/ DATE	REGISTRATION NO/ DATE
BRINTONS	Hong Kong	Brintons Limited	Lytham Newco Limited		181/1986 5/10/85
LUX EST SALUS & Design	Hong Kong	Brintons Limited	Lytham Newco Limited		1899/82 7/11/81
BRINTONS	Hong Kong	Brintons Limited	Lytham Newco Limited		199708460 9/25/96
BRINTONS	Indonesia	Brintons Limited	Lytham Newco Limited		IDM000075755 10/23/96
BRINTONS	Indonesia	Brintons Limited	Lytham Newco Limited		IDM000075756 10/23/96
REGINA	Italy	Brintons Limited	Lytham Newco Limited		421869 9/4/63
BRINTONS	Italy	Brintons Limited	Lytham Newco Limited		669043 4/27/73
BRINTONS	Malaysia	Brintons Limited	Lytham Newco Limited		96011394 9/20/96
BRINTONS	Malaysia	Brintons Limited	Lytham Newco Limited		96011395 9/20/96
BRINTONS	Portugal	Brintons Limited	Lytham Newco Limited		199030 11/14/85
LUX EST SALUS & Design	Switzerland	Brintons Limited	Lytham Newco Limited		313419 4/16/81
REGINA INT.	Switzerland	Brintons Limited	Lytham Newco Limited		327098 8/9/63
BRINTONS	Taiwan	Brintons Limited	Lytham Newco Limited		795155 2/1/98
BRINTONS	Taiwan	Brintons Limited	Lytham Newco Limited		796695 2/16/98
BRINTONS	UAE	Brintons Limited	Lytham Newco Limited		15750 12/1/96
BRINTONS	UAE	Brintons Limited	Lytham Newco Limited		15751 12/1/96
BRINTONS	Russia	Brintons Limited	Lytham Newco Limited	2010724179 26-JUL-2010	435244 26/7/10

**Part 3
Registered Copyright Works**

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Palace design : no. 8284.	Brintons, Limited.	Lytham Newco Limited	VA0000156924 4/10/84
Palace design : no. 8286.	Brintons, Limited.	Lytham Newco Limited	VA0000156925 4/10/84
Palace design : no. 8287.	Brintons, Limited.	Lytham Newco Limited	VA0000156926 4/10/84
Palace design : no. 8290.	Brintons, Limited.	Lytham Newco Limited	VA0000156927 4/10/84
Palace design : no. 8294.	Brintons, Limited.	Lytham Newco Limited	VA0000156928 4/10/84
Palace design : no. 8299.	Brintons, Limited.	Lytham Newco Limited	VA0000156929 4/10/84
Palace design : no. 8301.	Brintons, Limited.	Lytham Newco Limited	VA0000156930 4/10/84
Palace design : no. 8110.	Brintons, Limited.	Lytham Newco Limited	VA0000156931 4/10/84
Palace design : no. 6084.	Brintons, Limited.	Lytham Newco Limited	VA0000156932 4/10/84
Palace design : no. 2175.	Brintons, Limited.	Lytham Newco Limited	VA0000156933 4/10/84
Palace design : no. 2164.	Brintons, Limited.	Lytham Newco Limited	VA0000156934 4/10/84
Palace design : no. 2157.	Brintons, Limited.	Lytham Newco Limited	VA0000156935 4/10/84
Palace design : no. 2155.	Brintons, Limited.	Lytham Newco Limited	VA0000156936 4/10/84
Palace design : no. 2166.	Brintons, Limited.	Lytham Newco Limited	VA0000156937 4/10/84
Palace design : no. 8113.	Brintons, Limited.	Lytham Newco Limited	VA0000178094 4/10/84
Edwardian : no. 607.	Brintons,	Lytham Newco Limited	VA0000180662 2/22/85
Edwardian : no. 609.	Brintons,	Lytham Newco Limited	VA0000180663 2/22/85
Edwardian : no. 621.	Brintons,	Lytham Newco Limited	VA0000180664 2/22/85

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Zenith (geometric) : no. 8388.	Brintons,	Lytham Newco Limited	VA0000180665 2/22/85
Regina 442 : no. 535.	Brintons,	Lytham Newco Limited	VA0000180666 2/22/85
Edwardian : no. 629.	Brintons,	Lytham Newco Limited	VA0000180667 2/22/85
Zenith (traditional) : no. 8150.	Brintons,	Lytham Newco Limited	VA0000180668 2/22/85
Zenith (traditional) : no. 8149.	Brintons,	Lytham Newco Limited	VA0000180669 2/22/85
Zenith (traditional) : no. 8266.	Brintons,	Lytham Newco Limited	VA0000180670 2/22/85
Edwardian : no. 614.	Brintons,	Lytham Newco Limited	VA0000180671 2/22/85
Regina 442 : no. 847.	Brintons,	Lytham Newco Limited	VA0000180672 2/22/85
Zenith (geometric) : no. 8191.	Brintons,	Lytham Newco Limited	VA0000180673 2/22/85
Regina international (snowflake) : no. 6207.	Brintons,	Lytham Newco Limited	VA0000180674 2/22/85
Zenith (geometric) : no. 8387.	Brintons,	Lytham Newco Limited	VA0000180675 2/22/85
Regina 442 : no. 874.	Brintons,	Lytham Newco Limited	VA0000180676 2/22/85
Edwardian : no. 617.	Brintons,	Lytham Newco Limited	VA0000180677 2/22/85
Edwardian : no. 625.	Brintons,	Lytham Newco Limited	VA0000180678 2/22/85
Edwardian : no. 643.	Brintons,	Lytham Newco Limited	VA0000180679 2/22/85
Edwardian : no. 645.	Brintons,	Lytham Newco Limited	VA0000180680 2/22/85
Zenith (traditional) : no. 8705.	Brintons,	Lytham Newco Limited	VA0000180681 2/22/85
Zenith (geometric) : no. 8389.	Brintons,	Lytham Newco Limited	VA0000180682 2/22/85
Regina 442 : no. 533.	Brintons,	Lytham Newco Limited	VA0000180683 2/22/85
Regina 442 : no. 518.	Brintons,	Lytham Newco Limited	VA0000180684 2/22/85

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Zenith (geometric) : no. 8146.	Brintons,	Lytham Newco Limited	VA0000180685 2/22/85
Elizabethan : design 219.	Brintons, Limited.	Lytham Newco Limited	VA0000189291 5/9/85
[Carolian] : design no. 8739.	Brintons, Limited.	Lytham Newco Limited	VA0000189292 5/9/85
[Regina 442 : no.] 641.	Brintons, Limited.	Lytham Newco Limited	VA0000189293 5/9/85
[Regina 442 : no.] 668.	Brintons, Limited.	Lytham Newco Limited	VA0000189294 5/9/85
[Regina 442 : no.] 662.	Brintons, Limited.	Lytham Newco Limited	VA0000189295 5/9/85
[Carolian : no.] 8950.	Brintons, Limited.	Lytham Newco Limited	VA0000189296 5/9/85
[Regina 442 : no.] 651.	Brintons, Limited.	Lytham Newco Limited	VA0000189297 5/9/85
Zenith (traditional) : no. 8148.	Brintons, Limited.	Lytham Newco Limited	VA0000189688 2/22/85
Finesse : design 8940.	Brintons, Limited.	Lytham Newco Limited	VA0000193269 7/8/85
Zenith : design 5169.	Brintons, Limited.	Lytham Newco Limited	VA0000197194 8/8/85
Zenith : design 5175.	Brintons, Limited.	Lytham Newco Limited	VA0000197195 8/8/85
Zenith : design 5186.	Brintons, Limited.	Lytham Newco Limited	VA0000197196 8/8/85
Zenith : design 5185.	Brintons, Limited.	Lytham Newco Limited	VA0000197197 8/8/85
Zenith : design 5277.	Brintons, Limited.	Lytham Newco Limited	VA0000197198 8/8/85
New tradition design : [no.] 8896.	Brintons, Limited.	Lytham Newco Limited	VA0000210497 12/31/85
New tradition design : [no.] 8826.	Brintons, Limited.	Lytham Newco Limited	VA0000210498 12/31/85
New tradition design : [no.] 8846.	Brintons, Limited.	Lytham Newco Limited	VA0000210499 12/31/85
New tradition design : [no.] 8840.	Brintons, Limited.	Lytham Newco Limited	VA0000210500 12/31/85
New tradition design : [no.] 8785.	Brintons, Limited.	Lytham Newco Limited	VA0000210501 12/31/85

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Finesse : no. 8944.	Brintons, Limited.	Lytham Newco Limited	VA0000212887 7/9/85
Classical (6) : design no. A8010, 6637, A6529, A8177.	Brintons, Limited.	Lytham Newco Limited	VA0000224731 3/6/86
Classical (6) : design no. A6721, A6742, 6554 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224732 3/6/86
Exotics (7) : design no. R17297, R17299, R17298 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224733 3/6/86
Romantics (4) : design no. 2161, 2167, 8535 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224734 3/6/86
Art nouveau (3) : design no. 9427, R16536, R16535 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224735 3/6/86
Exotics (7) : design no. R16482, 5170.	Brintons, Limited.	Lytham Newco Limited	VA0000224736 3/6/86
Classical (6) : design no. A8173.	Brintons, Limited.	Lytham Newco Limited	VA0000224737 3/6/86
Natural form (8) : design no. 158, 621, 7288 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224738 3/6/86
Geometrics (2) : design no. 8332, 6715, 2045 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224739 3/6/86
Geometrics (2) : design no. R16648, R16649, R16650 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224740 3/6/86
Geometrics (2) : designs R17303, R17304, R17305 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224741 3/6/86
Oriental (1) : design no. R16530, R14693, 8528, R16531.	Brintons, Limited.	Lytham Newco Limited	VA0000224742 3/6/86
Classical (6) : design no. A4960, A4943.	Brintons, Limited.	Lytham Newco Limited	VA0000224743 3/6/86
Art nouveau (3) : design no. R16534, 9154, 8730 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000224744 3/6/86
Design library.	Brintons, Limited.	Lytham Newco Limited	VA0000224949 3/6/86

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Palace design : no. 2664.	Brintons, Limited.	Lytham Newco Limited	VA0000236632 9/2/86
Palace design : no. 2657.	Brintons, Limited.	Lytham Newco Limited	VA0000236633 9/2/86
Palace border : no. 2803.	Brintons, Limited.	Lytham Newco Limited	VA0000236634 9/2/86
Palace design : no. 2665.	Brintons, Limited.	Lytham Newco Limited	VA0000236635 9/2/86
Palace design : no. 2660.	Brintons, Limited.	Lytham Newco Limited	VA0000236636 9/2/86
Palace design : no. 2658.	Brintons, Limited.	Lytham Newco Limited	VA0000236637 9/2/86
Palace border : no. 2804.	Brintons, Limited.	Lytham Newco Limited	VA0000236638 9/2/86
Palace border : no. 2806.	Brintons, Limited.	Lytham Newco Limited	VA0000236640 9/2/86
Palace border : no. 2801.	Brintons, Limited.	Lytham Newco Limited	VA0000236641 9/2/86
Palace design : no. 2666.	Brintons, Limited.	Lytham Newco Limited	VA0000236642 9/2/86
Palace design : no. 2669.	Brintons, Limited.	Lytham Newco Limited	VA0000236643 9/2/86
Palace design : [no.] 75/2662.	Brintons, Limited.	Lytham Newco Limited	VA0000238901 9/2/86
Palace design : [no.] 106/2769.	Brintons, Limited.	Lytham Newco Limited	VA0000238902 9/2/86
Palace border : [no.] 91/2802.	Brintons, Limited.	Lytham Newco Limited	VA0000238903 9/2/86
Zenith : [no.] 1/6287.	Brintons, Limited.	Lytham Newco Limited	VA0000257773 3/5/87
Zenith : [no.] 5/2539.	Brintons, Limited.	Lytham Newco Limited	VA0000257774 3/5/87
Zenith : [no.] 7/8736.	Brintons, Limited.	Lytham Newco Limited	VA0000257775 3/5/87
Zenith : [no.] 7/6279.	Brintons, Limited.	Lytham Newco Limited	VA0000257776 3/5/87
Zenith : [no.] 1/1666.	Brintons, Limited.	Lytham Newco Limited	VA0000257777 3/5/87
Palace border : design 55/2805.	Brintons, Limited.	Lytham Newco Limited	VA0000260916 9/2/86

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Edwardian : [no.] 10/700.	Brintons, Limited.	Lytham Newco Limited	VA0000261465 4/21/87
Finesse.	Brintons, Limited.	Lytham Newco Limited	VA0000303985 3/22/88
Palace design.	Brintons, Limited.	Lytham Newco Limited	VA0000305546 3/2/88
Regina : [no.] 2/811.	Brintons, Limited.	Lytham Newco Limited	VA0000313881 8/1/88
Carolian : [no.] 7388.	Brintons, Limited.	Lytham Newco Limited	VA0000314185 8/8/88
Regina : [no.] 2/909.	Brintons, Limited.	Lytham Newco Limited	VA0000314186 8/8/88
Regina : [no.] 1/907.	Brintons, Limited.	Lytham Newco Limited	VA0000314187 8/8/88
Regina : [no.] 442.	Brintons, Limited.	Lytham Newco Limited	VA0000314822 8/1/88
Beacon petite fleur : [no.] 3187.	Brintons, Limited.	Lytham Newco Limited	VA0000321067 9/6/88
Regina : [no.] 1/507.	Brintons, Limited.	Lytham Newco Limited	VA0000321201 8/5/88
Elizabethan : [no.] 218.	Brintons, Limited.	Lytham Newco Limited	VA0000324967 10/17/88
Edwardian : [no.] 642.	Brintons, Limited.	Lytham Newco Limited	VA0000324968 10/17/88
Euro axminster : design 6209.	Brintons, Limited.	Lytham Newco Limited	VA0000335463 7/22/88
Chaytor : design 2024.	Brintons, Limited.	Lytham Newco Limited	VA0000335464 7/22/88
Project IV : design 7942.	Brintons, Limited.	Lytham Newco Limited	VA0000335465 7/22/88
Project IV : design 7864.	Brintons, Limited.	Lytham Newco Limited	VA0000335466 7/22/88
Project IV : design 7850.	Brintons, Limited.	Lytham Newco Limited	VA0000335467 7/22/88
Project IV : design 7842.	Brintons, Limited.	Lytham Newco Limited	VA0000335468 7/22/88
Project IV : design 7688.	Brintons, Limited.	Lytham Newco Limited	VA0000335469 7/22/88
Project IV : design 7671.	Brintons, Limited.	Lytham Newco Limited	VA0000335470 7/22/88

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Chaytor : design 7950.	Brintons, Limited.	Lytham Newco Limited	VA0000335471 7/22/88
Computer design library.	Brintons, Limited.	Lytham Newco Limited	VA0000337661 2/7/89
[Regina : no.] 4152.	Brintons, Limited.	Lytham Newco Limited	VA0000338839 2/21/89
Regina 442 : [no.] 1/819 & 819.	Brintons, Limited.	Lytham Newco Limited	VA0000339689 8/5/88
Palace Belvedere : design 83/4488.	Brintons, Limited.	Lytham Newco Limited	VA0000343262 2/6/89
Belvedere border : design 53/9070.	Brintons, Limited.	Lytham Newco Limited	VA0000343263 2/6/89
Palace Belvedere : design 1/4700.	Brintons, Limited.	Lytham Newco Limited	VA0000343264 2/6/89
Candia : [no.] 7941.	Brintons, Limited.	Lytham Newco Limited	VA0000345429 8/8/88
Project IV : [no.] 7945.	Brintons, Limited.	Lytham Newco Limited	VA0000345430 8/8/88
Project IV : [no.] 7649.	Brintons, Limited.	Lytham Newco Limited	VA0000345431 8/8/88
Project IV : [no.] 7707.	Brintons, Limited.	Lytham Newco Limited	VA0000345432 8/8/88
Project IV : [no.] 7835.	Brintons, Limited.	Lytham Newco Limited	VA0000345433 8/8/88
Project IV : [no.] 5151.	Brintons, Limited.	Lytham Newco Limited	VA0000345434 8/8/88
Beacon petite fleur.	Brintons, Limited.	Lytham Newco Limited	VA0000350600 2/21/89
Beacon Siena : design 5/9409.	Brintons, Limited.	Lytham Newco Limited	VA0000352806 5/30/89
Harlequin : [design no. 9483]	Brintons, Limited.	Lytham Newco Limited	VA0000353772 6/13/89
Harlequin : design number 9416.	Brintons, Limited.	Lytham Newco Limited	VA0000354770 6/12/89
Project IV : [no.] 7228.	Brintons, Limited.	Lytham Newco Limited	VA0000360928 8/8/88
Project IV : [no.] 7146.	Brintons, Limited.	Lytham Newco Limited	VA0000360929 8/8/88
Project IV : [no.] 5163.	Brintons, Limited.	Lytham Newco Limited	VA0000360930 8/8/88

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Harlequin.	Brintons, Limited.	Lytham Newco Limited	VA0000362351 6/13/89
Annabelle : design 6450.	Brintons, Limited.	Lytham Newco Limited	VA0000379947 12/1/89
Zenith : contract Axminster : colour design 3/1183.	Brintons, Limited.	Lytham Newco Limited	VA0000401074 4/27/90
Zenith : colour design 1/1117.	Brintons, Limited.	Lytham Newco Limited	VA0000401180 4/27/90
Design 1148.	Brintons, Limited.	Lytham Newco Limited	VA0000401334 4/27/90
Design 1213.	Brintons, Limited.	Lytham Newco Limited	VA0000401335 4/27/90
Design 1205.	Brintons, Limited.	Lytham Newco Limited	VA0000401336 4/27/90
Design 1050.	Brintons, Limited.	Lytham Newco Limited	VA0000401337 4/27/90
Zenith : design no. 1184.	Brintons, Limited.	Lytham Newco Limited	VA0000406641 4/27/90
Beacon Siena : colour design 91/9513.	Brintons, Limited.	Lytham Newco Limited	VA0000407855 6/22/90
Royal ascot : design 1185.	Brintons, Limited.	Lytham Newco Limited	VA0000423700 9/11/90
Axminster pattern book	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000461043 5/30/91
The axminster coloring book	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000461046 5/30/91
Design no. 7/2390.	Brintons, Limited.	Lytham Newco Limited	VA0000463620 6/17/91
Design no. 7/2267.	Brintons, Limited.	Lytham Newco Limited	VA0000463621 6/17/91
Zenith : design no. 2289.	Brintons, Limited.	Lytham Newco Limited	VA0000463622 6/17/91
Beacon new tradition : design no. 63/2493.	Brintons, Limited.	Lytham Newco Limited	VA0000466287 8/5/91
Beacon new tradition : design no. 45/2437.	Brintons, Limited.	Lytham Newco Limited	VA0000466288 8/5/91
Beacon new tradition : design no. 3/2520.	Brintons, Limited.	Lytham Newco Limited	VA0000466289 8/5/91
Beacon new tradition : design no. 11/2009.	Brintons, Limited.	Lytham Newco Limited	VA0000466290 8/5/91

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Beacon new tradition : design no. 11/2010.	Brintons, Limited.	Lytham Newco Limited	VA0000466291 8/5/91
Beacon new tradition : design no. 16/2448.	Brintons, Limited.	Lytham Newco Limited	VA0000466292 8/5/91
Marquis collection : design no. 2680.	Brintons, Limited.	Lytham Newco Limited	VA0000466356 8/5/91
Jacobean : design 2271.	Brintons, Limited.	Lytham Newco Limited	VA0000467711 8/15/91
[Intrigue no. 2135]	Brintons, Limited.	Lytham Newco Limited	VA0000472366 9/19/91
[Intrigue no. 2418]	Brintons, Limited.	Lytham Newco Limited	VA0000472367 9/19/91
[Intrigue no. 2196]	Brintons, Limited.	Lytham Newco Limited	VA0000472368 9/19/91
[Intrigue no. 1380]	Brintons, Limited.	Lytham Newco Limited	VA0000472369 9/19/91
[Intrigue no. 2515]	Brintons, Limited.	Lytham Newco Limited	VA0000472370 9/19/91
[Intrigue no. 2516]	Brintons, Limited.	Lytham Newco Limited	VA0000472371 9/19/91
Moonlight floret : design no. 3/2859.	Brintons, Limited.	Lytham Newco Limited	VA0000482209 12/3/91
Teal shell : design no. 4/2857.	Brintons, Limited.	Lytham Newco Limited	VA0000482210 12/3/91
Willow jewel : design no. 34/2860.	Brintons, Limited.	Lytham Newco Limited	VA0000482211 12/3/91
Zenith : design no. 1/2911.	Brintons, Limited.	Lytham Newco Limited	VA0000482212 12/3/91
Green spray : design no. 4/2858.	Brintons, Limited.	Lytham Newco Limited	VA0000482213 12/3/91
Zenith : design no. 1/2701.	Brintons, Limited.	Lytham Newco Limited	VA0000482214 12/3/91
Aston manor : design no. 3/9907.	Brintons, Limited.	Lytham Newco Limited	VA0000482972 12/11/91
Aston manor : no. 5/8082.	Brintons, Limited.	Lytham Newco Limited	VA0000483207 12/11/91
Marquis collection : design no. 3/2453.	Brintons, Limited.	Lytham Newco Limited	VA0000488452 8/5/91
Persian tapestry.	Brintons, Limited.	Lytham Newco Limited	VA0000495832 3/6/92

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Empire blue.	Brintons, Limited.	Lytham Newco Limited	VA0000495833 3/6/92
Palace garden.	Brintons, Limited.	Lytham Newco Limited	VA0000495834 3/6/92
Caspian blue.	Brintons, Limited.	Lytham Newco Limited	VA0000495835 3/6/92
Sultan jade.	Brintons, Limited.	Lytham Newco Limited	VA0000495836 3/6/92
Royal Isphahan.	Brintons, Limited.	Lytham Newco Limited	VA0000495837 3/6/92
Kashmir pink.	Brintons, Limited.	Lytham Newco Limited	VA0000495838 3/6/92
Rose dale.	Brintons, Limited.	Lytham Newco Limited	VA0000495839 3/6/92
Caspian ivory.	Brintons, Limited.	Lytham Newco Limited	VA0000495840 3/6/92
Samarkand.	Brintons, Limited.	Lytham Newco Limited	VA0000495841 3/6/92
Montreux.	Brintons, Limited.	Lytham Newco Limited	VA0000500571 3/26/92
Regalia sage.	Brintons, Limited.	Lytham Newco Limited	VA0000500572 3/26/92
Isphahan blue.	Brintons, Limited.	Lytham Newco Limited	VA0000500573 3/26/92
Gardenia wine.	Brintons, Limited.	Lytham Newco Limited	VA0000500574 3/26/92
Belgrave blue.	Brintons, Limited.	Lytham Newco Limited	VA0000500575 3/26/92
Palace design : no. 130/2765.	Brintons, Limited.	Lytham Newco Limited	VA0000510743 12/19/91
Richmond Park : no. 8510.	Brintons, Limited.	Lytham Newco Limited	VA0000527403 10/13/92
Richmond Park : no. 769.	Brintons, Limited.	Lytham Newco Limited	VA0000527404 10/13/92
Richmond Park : no. 5761.	Brintons, Limited.	Lytham Newco Limited	VA0000527405 10/13/92
Richmond Park : no. 5769.	Brintons, Limited.	Lytham Newco Limited	VA0000527406 10/13/92
Richmond Park : no. 5788.	Brintons, Limited.	Lytham Newco Limited	VA0000527407 10/13/92

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Richmond Park : no. 5789.	Brintons, Limited.	Lytham Newco Limited	VA0000527408 10/13/92
Richmond Park : no. 5797.	Brintons, Limited.	Lytham Newco Limited	VA0000527409 10/13/92
Design no. 7291 ; Marble mania border : design no. 8071	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000528921 10/13/92
Buckaroo / Design no. 7601	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000529849 10/13/92
Marble mania / Design no. 7290	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000529850 10/27/92
Quilting bee Design no. 559	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000530283 10/13/92
Designs on health care	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000531239 10/27/92
Abstract Avenue / No. 215.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000537397 11/16/92
Abbotsford collection : design no. 203/5536.	Brintons, Limited.	Lytham Newco Limited	VA0000555080 3/10/93
4/5697.	Brintons, Limited.	Lytham Newco Limited	VA0000556642 3/10/93
1/5701.	Brintons, Limited.	Lytham Newco Limited	VA0000556643 3/10/93
4/5698.	Brintons, Limited.	Lytham Newco Limited	VA0000556644 3/10/93
3/5707.	Brintons, Limited.	Lytham Newco Limited	VA0000556645 3/10/93
1/5703.	Brintons, Limited.	Lytham Newco Limited	VA0000556646 3/10/93
4/5735.	Brintons, Limited.	Lytham Newco Limited	VA0000556647 3/10/93
1/5739.	Brintons, Limited.	Lytham Newco Limited	VA0000556648 3/10/93
1/5822.	Brintons, Limited.	Lytham Newco Limited	VA0000556649 3/10/93
1/5821.	Brintons, Limited.	Lytham Newco Limited	VA0000556650 3/10/93
1/5815.	Brintons, Limited.	Lytham Newco Limited	VA0000556651 3/10/93

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
3/5666.	Brintons, Limited.	Lytham Newco Limited	VA0000556652 3/10/93
3/5665.	Brintons, Limited.	Lytham Newco Limited	VA0000556653 3/10/93
1/5810.	Brintons, Limited.	Lytham Newco Limited	VA0000556654 3/10/93
1/5764.	Brintons, Limited.	Lytham Newco Limited	VA0000556655 3/10/93
3/5803.	Brintons, Limited.	Lytham Newco Limited	VA0000556656 3/10/93
3/5804.	Brintons, Limited.	Lytham Newco Limited	VA0000556657 3/10/93
4/5811.	Brintons, Limited.	Lytham Newco Limited	VA0000556658 3/10/93
1/5814.	Brintons, Limited.	Lytham Newco Limited	VA0000556659 3/10/93
1/5765.	Brintons, Limited.	Lytham Newco Limited	VA0000556660 3/10/93
3/5800.	Brintons, Limited.	Lytham Newco Limited	VA0000556661 3/10/93
3/5758.	Brintons, Limited.	Lytham Newco Limited	VA0000556662 3/10/93
1/5760.	Brintons, Limited.	Lytham Newco Limited	VA0000556663 3/10/93
3/5757.	Brintons, Limited.	Lytham Newco Limited	VA0000556664 3/10/93
4/5755.	Brintons, Limited.	Lytham Newco Limited	VA0000556665 3/10/93
3/5752.	Brintons, Limited.	Lytham Newco Limited	VA0000556666 3/10/93
Border : design no. 4/5751.	Brintons, Limited.	Lytham Newco Limited	VA0000556667 3/10/93
Outfill : design no. 7/5746.	Brintons, Limited.	Lytham Newco Limited	VA0000556668 3/10/93
Field : design no. 3/5617.	Brintons, Limited.	Lytham Newco Limited	VA0000556669 3/10/93
Border : design no. 7/5484.	Brintons, Limited.	Lytham Newco Limited	VA0000556670 3/10/93
Rochester : design no. 93/10551.	Brintons, Limited.	Lytham Newco Limited	VA0000578142 3/9/94

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Border : design no. 24/10550.	Brintons, Limited.	Lytham Newco Limited	VA0000578143 3/9/94
Pembroke : design no. 74/10549.	Brintons, Limited.	Lytham Newco Limited	VA0000578144 3/9/94
Border : design no. 83/10548.	Brintons, Limited.	Lytham Newco Limited	VA0000578145 3/9/94
Pembroke : design no. 14/10547.	Brintons, Limited.	Lytham Newco Limited	VA0000578146 3/9/94
Design no. 1356	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000578862 3/30/93
Trinity antique : no. 11106.	Brintons, Limited.	Lytham Newco Limited	VA0000579275 11/18/94
Barley shadows.	Brintons, Limited.	Lytham Newco Limited	VA0000581949 9/1/93
Fern moss.	Brintons, Limited.	Lytham Newco Limited	VA0000581950 9/1/93
Millstream slate.	Brintons, Limited.	Lytham Newco Limited	VA0000581951 9/1/93
Wildspray beige.	Brintons, Limited.	Lytham Newco Limited	VA0000581952 9/1/93
Whispering grass.	Brintons, Limited.	Lytham Newco Limited	VA0000581953 9/1/93
Cascade blue.	Brintons, Limited.	Lytham Newco Limited	VA0000581954 9/1/93
Boomerang / Design no. 6072	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000584352 10/14/92
Catch the wave / Design no. 537	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000584353 10/13/92
Brintons archive design : no. Y91,0968.	Brintons, Limited.	Lytham Newco Limited	VA0000595901 11/18/93
Turkish delight.	Brintons, Limited.	Lytham Newco Limited	VA0000606210 9/2/93
Romany scroll.	Brintons, Limited.	Lytham Newco Limited	VA0000606211 9/2/93
Coronet green.	Brintons, Limited.	Lytham Newco Limited	VA0000606212 9/2/93
Antique panel.	Brintons, Limited.	Lytham Newco Limited	VA0000606213 9/2/93
Persian garden.	Brintons, Limited.	Lytham Newco Limited	VA0000615265 9/2/93

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Vienna.	Brintons, Limited.	Lytham Newco Limited	VA0000648694 5/16/94
Design no. 68/10831.	Brintons, Limited.	Lytham Newco Limited	VA0000649726 5/25/94
Design no. 12/10832.	Brintons, Limited.	Lytham Newco Limited	VA0000649727 5/25/94
Design no. 134/10833.	Brintons, Limited.	Lytham Newco Limited	VA0000649728 5/25/94
Jonelle bewdley axminster : no. 34/10708.	Brintons, Limited.	Lytham Newco Limited	VA0000656560 5/20/94
Athens.	Brintons, Limited.	Lytham Newco Limited	VA0000656657 5/16/94
Montreux.	Brintons, Limited.	Lytham Newco Limited	VA0000656658 5/16/94
Verona.	Brintons, Limited.	Lytham Newco Limited	VA0000656659 5/16/94
Monaco.	Brintons, Limited.	Lytham Newco Limited	VA0000656660 5/16/94
Cologne.	Brintons, Limited.	Lytham Newco Limited	VA0000656661 5/16/94
Milano.	Brintons, Limited.	Lytham Newco Limited	VA0000656662 5/16/94
Valencia.	Brintons, Limited.	Lytham Newco Limited	VA0000656663 5/16/94
Honeysuckle spruce.	Brintons, Limited.	Lytham Newco Limited	VA0000669107 6/13/94
Columbine blue.	Brintons, Limited.	Lytham Newco Limited	VA0000669108 6/13/94
Brintons archive design : no. Y91,0968.	Brintons, Limited.	Lytham Newco Limited	VA0000672083 7/1/94
Byzantine.	Brintons, Limited.	Lytham Newco Limited	VA0000684053 11/18/94
Chatsworth.	Brintons, Limited.	Lytham Newco Limited	VA0000684054 11/18/94
Ballerina green.	Brintons, Limited.	Lytham Newco Limited	VA0000684055 11/18/94
Outfill.	Brintons, Limited.	Lytham Newco Limited	VA0000684081 11/18/94
Trinity antique : design no. 5/11150.	Brintons, Limited.	Lytham Newco Limited	VA0000684210 11/18/94

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Trinity antique : design no. 4/11187.	Brintons, Limited.	Lytham Newco Limited	VA0000684211 11/18/94
Trinity antique : design no. 1/11190.	Brintons, Limited.	Lytham Newco Limited	VA0000684212 11/18/94
Trinity antique : design no. 5/11078.	Brintons, Limited.	Lytham Newco Limited	VA0000684213 11/18/94
Trinity antique : design no. 1/11136.	Brintons, Limited.	Lytham Newco Limited	VA0000684214 11/18/94
Trinity antique : design no. 2/11143.	Brintons, Limited.	Lytham Newco Limited	VA0000684215 11/18/94
Trinity antique : design no. 1/11144.	Brintons, Limited.	Lytham Newco Limited	VA0000684216 11/18/94
Trinity antique : design no. 1/11145.	Brintons, Limited.	Lytham Newco Limited	VA0000684217 11/18/94
Trinity antique : design no. 1/11118.	Brintons, Limited.	Lytham Newco Limited	VA0000684218 11/18/94
Trinity antique : design no. 3/11146.	Brintons, Limited.	Lytham Newco Limited	VA0000684219 11/18/94
Countess : no. 93/846.	Brintons, Limited.	Lytham Newco Limited	VA0000685862 11/18/94
Zenith : no. 1/5544.	Brintons, Limited.	Lytham Newco Limited	VA0000685863 11/14/94
Dynasty : no. 143/11099.	Brintons, Limited.	Lytham Newco Limited	VA0000685864 11/14/94
Dynasty : no. 93/11098.	Brintons, Limited.	Lytham Newco Limited	VA0000685865 11/14/94
Dynasty : no. 83/11097.	Brintons, Limited.	Lytham Newco Limited	VA0000685866 11/14/94
Countess : no. 1/11332.	Brintons, Limited.	Lytham Newco Limited	VA0000685867 11/18/94
Countess : no. 12/11323.	Brintons, Limited.	Lytham Newco Limited	VA0000685868 11/18/94
Countess : no. 4/11310.	Brintons, Limited.	Lytham Newco Limited	VA0000685869 11/18/94
Countess : no. 52/11289.	Brintons, Limited.	Lytham Newco Limited	VA0000685870 11/18/94
Countess : no. 3/11263.	Brintons, Limited.	Lytham Newco Limited	VA0000685871 11/18/94
Edwardian : no. 4/11047.	Brintons, Limited.	Lytham Newco Limited	VA0000685872 11/14/94

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Edwardian : no. 4/10957.	Brintons, Limited.	Lytham Newco Limited	VA0000685873 11/14/94
Edwardian : no. 2/11034.	Brintons, Limited.	Lytham Newco Limited	VA0000685874 11/14/94
Edwardian : no. 2/10981.	Brintons, Limited.	Lytham Newco Limited	VA0000685875 11/14/94
Majestic border : no. 46/11030.	Brintons, Limited.	Lytham Newco Limited	VA0000685876 11/14/94
Camellia : no. 21/11324.	Brintons, Limited.	Lytham Newco Limited	VA0000685877 11/14/94
Zenith : no. 1/10993.	Brintons, Limited.	Lytham Newco Limited	VA0000685878 11/14/94
Trinity antique : design no. 5/11192.	Brintons, Limited.	Lytham Newco Limited	VA0000686679 11/18/94
The Axminster flipbook / Vol. 6	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000718226 5/12/97
Palace border collection : no. 11585.	Brintons, Limited.	Lytham Newco Limited	VA0000722714 8/1/95
Palace design : no. 11562.	Brintons, Limited.	Lytham Newco Limited	VA0000722715 8/1/95
Fresco : no. 11880.	Brintons, Limited.	Lytham Newco Limited	VA0000722716 8/1/95
Marrakesh : no. 11894.	Brintons, Limited.	Lytham Newco Limited	VA0000722717 8/1/95
Fresco : no. 11807.	Brintons, Limited.	Lytham Newco Limited	VA0000722718 8/1/95
Palace design : no. 11568.	Brintons, Limited.	Lytham Newco Limited	VA0000722719 8/1/95
[CCM1372]	Brintons, Limited.	Lytham Newco Limited	VA0000722720 8/1/95
[CCM1393]	Brintons, Limited.	Lytham Newco Limited	VA0000722721 8/1/95
[CCM8183]	Brintons, Limited.	Lytham Newco Limited	VA0000722722 8/1/95
[CCM1394]	Brintons, Limited.	Lytham Newco Limited	VA0000722723 8/1/95
[CCM5705]	Brintons, Limited.	Lytham Newco Limited	VA0000722724 8/1/95
[CCM8415]	Brintons, Limited.	Lytham Newco Limited	VA0000722725 8/1/95

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
[CCM5324]	Brintons, Limited.	Lytham Newco Limited	VA0000722726 8/1/95
Grand Hotel : design no. 9/12086.	Brintons, Limited.	Lytham Newco Limited	VA0000723847 8/15/95
Grand Hotel : design no. 9/12065.	Brintons, Limited.	Lytham Newco Limited	VA0000723848 8/15/95
Authentic art deco from the archives of USAX / Design no. 18971, 19165, 19167 et al	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000724885 6/9/95
Carpets with imagination, too Nos 13214/7/7, 13652/7/9, 8150/7/10 et al	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000724886 6/9/95
Carpets with imagination	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000724887 6/9/95
Grand hotel : design no. 9/12241.	Brintons, Limited.	Lytham Newco Limited	VA0000734718 8/14/95
Harlequin : design no. 25/10499.	Brintons, Limited.	Lytham Newco Limited	VA0000734719 8/14/95
Camellia : design no. 4/12119.	Brintons, Limited.	Lytham Newco Limited	VA0000734720 8/14/95
Petite fleur : design no. 204/12416.	Brintons, Limited.	Lytham Newco Limited	VA0000749506 11/3/95
Camelot : design no. 103/12540.	Brintons, Limited.	Lytham Newco Limited	VA0000765751 2/5/96
Zenith : design no. 3/12740.	Brintons, Limited.	Lytham Newco Limited	VA0000765752 2/5/96
Zenith : design no. 7/12736.	Brintons, Limited.	Lytham Newco Limited	VA0000765753 2/5/96
Zenith : design no. 7/12724.	Brintons, Limited.	Lytham Newco Limited	VA0000765754 2/5/96
Zenith : design no. 7/12456.	Brintons, Limited.	Lytham Newco Limited	VA0000765755 2/5/96
Zenith : design no. 3/12648.	Brintons, Limited.	Lytham Newco Limited	VA0000765756 2/5/96
Zenith : design no. 3/12751.	Brintons, Limited.	Lytham Newco Limited	VA0000765757 2/5/96
Zenith : design no. 3/12741.	Brintons, Limited.	Lytham Newco Limited	VA0000765758 2/5/96

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Zenith : design no. 1/12760.	Brintons, Limited.	Lytham Newco Limited	VA0000765832 2/5/96
The Axminster flipbook, vol. 1	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000777393 6/10/96
The Axminster flipbook, vol. 2	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000777394 6/10/96
Portico border : no. 12987.	Brintons, Limited.	Lytham Newco Limited	VA0000782517 3/8/96
Portico : no. 12986.	Brintons, Limited.	Lytham Newco Limited	VA0000782523 3/8/96
Edwardian : no. 12759.	Brintons, Limited.	Lytham Newco Limited	VA0000784952 4/30/96
Edwardian : no. 12844.	Brintons, Limited.	Lytham Newco Limited	VA0000784953 4/30/96
Edwardian : no. 12795.	Brintons, Limited.	Lytham Newco Limited	VA0000784954
Edwardian : no. 12753.	Brintons, Limited.	Lytham Newco Limited	VA0000784955 4/30/96
Edwardian : no. 12817.	Brintons, Limited.	Lytham Newco Limited	VA0000784956 4/30/96
Edwardian : no. 12857.	Brintons, Limited.	Lytham Newco Limited	VA0000784957 4/30/96
Annabelle : design no. 13008.	Brintons, Limited.	Lytham Newco Limited	VA0000808875 8/26/96
The Axminster flipbook, vol. 4	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000812319 10/21/96
US Axminster carpets cruise ships around the world : no. 977/07/10, 4921/07/09, 4036/07/09 ... [et al.] : US Axminster carpets America's riverboats : no. 739/07/09, 154/07/07, 10097/07/10 ... [et al.]	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000821200 9/11/96
Axminster flipbook : vol. 7.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000832879 10/12/99
Axminster flipbook : vol. 8.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000832880 10/12/99
US Axminster carpets America's convention centers ; US Axminster carpets America's airports	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000846682 4/8/97

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
The Axminster flipbook, vol. 3	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000849255 10/21/96
Heather fern : design no. 4/14893.	Brintons, Limited.	Lytham Newco Limited	VA0000860522 6/23/97
Heather fern : design no. 14/14628.	Brintons, Limited.	Lytham Newco Limited	VA0000860523 6/23/97
Marquis : design no. 37/13710.	Brintons, Limited.	Lytham Newco Limited	VA0000860525 6/23/97
Marquis : design no. 88/14942.	Brintons, Limited.	Lytham Newco Limited	VA0000860526 6/23/97
Marquis : design no. 9/14827.	Brintons, Limited.	Lytham Newco Limited	VA0000860527 6/23/97
The Axminster flipbook, vol. 5	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0000877115 5/12/97
Marrakesh : no. 14396.	Brintons, Limited.	Lytham Newco Limited	VA0000896149 1/30/98
Astley Court : no. 15978.	Brintons, Limited.	Lytham Newco Limited	VA0000896150 1/30/98
Designer collection : no. 13486, 13960-13961, 13964 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000896151 1/31/98
New legends : no. 15689, 15719, 15722 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000896152 1/30/98
Creative contours.	Brintons, Limited.	Lytham Newco Limited	VA0000908443 3/16/98
Annabelle classique : design no. 51/6667 & 83/6668.	Brintons, Limited.	Lytham Newco Limited	VA0000912905 3/6/98
Edwardian.	Brintons, Limited.	Lytham Newco Limited	VA0000916275 4/8/98
Fresco : design no. 2/16754.	Brintons, Limited.	Lytham Newco Limited	VA0000916841 4/8/98
Zenith club class : no. AX15701, AX17612, AX17460 ... [et al.]	Brintons, Limited.	Lytham Newco Limited	VA0000920166 7/17/98
Zenith : no. 2380.	Brintons, Limited.	Lytham Newco Limited	VA0000982407 12/2/91
Belvedere design no. AX17995.	Brintons, Limited.	Lytham Newco Limited	VA0000987187 8/6/99
Belvedere design no. AX18258.	Brintons, Limited.	Lytham Newco Limited	VA0000987188 8/6/99

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Belvedere design no. AX18225.	Brintons, Limited.	Lytham Newco Limited	VA0000987189 8/6/99
Galleria design no. AX18061.	Brintons, Limited.	Lytham Newco Limited	VA0000987190 8/6/99
New legends design no. AX18319.	Brintons, Limited.	Lytham Newco Limited	VA0000987191 8/6/99
New legends design no. AX183201.	Brintons, Limited.	Lytham Newco Limited	VA0000987192 8/6/99
New legends design no. AX18321.	Brintons, Limited.	Lytham Newco Limited	VA0000987193 8/6/99
Galleria : design no. AX18498.	Brintons, Limited.	Lytham Newco Limited	VA0000997879 8/6/99
Galleria : design no. AX18569.	Brintons, Limited.	Lytham Newco Limited	VA0000997880 8/6/99
Autumn leaves are falling.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001000011 7/25/00
US Axminster carpets America's office/banks.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001020931 9/27/99
US Axminster carpets America's multi-unit restaurants/restaurants.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001020932 9/27/99
Go shopping after work? Sure, if the mall is carpeted!	Brintons U.S. Axminster, Inc.	Lytham Newco Limited	VA0001038700 5/9/00
7288	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001039271 4/27/00
Torito : no. 1808.	Brintons US AXminster, Inc.	Lytham Newco Limited	VA0001057992 4/27/00
Four seasons at Brintons US Axminster Leaf by leaf.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001074354 4/6/01
Regal treasures.	Brintons, Limited.	Lytham Newco Limited	VA0001155407 4/26/02
Metropolis.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257701 3/24/04
Organic vision.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257702 3/24/04
Great sandy desert.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257703 3/24/04
Retro rage.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257704 3/24/04

TITLE	REGISTERED OWNER (DUE TO ASSIGNMENT NOT YET HAVING BEEN REGISTERED)	LEGAL OWNER (BY VIRTUE OF ASSIGNMENT)	REG DATE/ NO
Ornamental symphony.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257705 3/24/04
Carlyle Lane.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257706 3/24/04
Grand tour.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257707 3/24/04
Road to Morocco.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257708 3/24/04
Blue rider collection.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257709 3/24/04
Nature's realm.	Brintons US Axminster, Inc.	Lytham Newco Limited	VA0001257710 3/24/04
Design no. 12079/821 (Mohasco).	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000242386 11/16/92
Mohasco : design no. 12079/825, and one other carpet design	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000250634 10/13/92
Design no. 12079/832 (Mohasco).	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000263632 10/13/92
Design no. 12079/820 (Mohasco).	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000263633 10/13/92
Absolutely Aubusson!	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000304098 12/2/98
No. 20275	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000324434 6/9/95
No. 20523	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000339120 6/9/95
No. 16750	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000339121 6/9/95
No. 20522	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000339122 6/9/95
40681/06/07-1.	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000475679 12/29/99
40680/08/09-1.	Brintons US Axminster, Inc.	Lytham Newco Limited	VAu000475680 12/29/99

**Part 4
Other Intellectual Property of the Chargor**

- Unregistered copyrights and design rights in carpet designs, including in the archive of Brinton's carpet designs.
- Rights in domain names (listed below).

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
BELLTWIST.CO.UK	Hammond Hill Limited (trading as Brintons Ltd) Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	31 May 2007	31 May 2013
BRINTONCARPETS.EU	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	4 December 2008	4 December 2011
BRINTONCARPETS.NET	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan Brintons Ltd bobk@brintons.co.uk PO Box 16, Exchange Street, Kidderminster, Worcs DY10 1AG, UK, Phone: +44 (0)1562 820000	4 December 2008	4 December 2012

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
BRINTONLTD.CO.UK	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	4 December 2008	4 December 2012
BRINTONLTD.COM	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	4 December 2008	4 December 2012
BRINTONLTD.EU	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	4 December 2008	4 December 2011

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
BRINTONLTD.NET	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., <u>Hostmaster@talktalkbusiness.co.uk</u> , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	4 December 2008	4 December 2012
BRINTONS.BIZ	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., <u>Hostmaster@talktalkbusiness.co.uk</u> , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	22 March 2004	22 March 2012
BRINTONS.CN	蒋陶成	Lytham Newco Limited	taochengjian@21cn.com	13 December 2008	13 December 2011
BRINTONS.CN.COM	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan Brintons Ltd bobk@brintons.co.uk PO Box 16, Exchange Street,	28 August 2007	28 August 2013

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
			Kidderminster, Worcs DY10 1AG, UK, Phone: +44 (0)1562 820000, Fax: +44 (0) 1562515597		
BRINTONS.CO.UK	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	Before August 1996	19 October 2011
BRINTONS.CO.M.AU	Brintons PTY Limited	Lytham Newco Limited	David Cleminson	(Unable to confirm)	(Unable to confirm)
BRINTONS.INFO	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	3 October 2008	03 October 2012
BRINTONS.NET	A.P.S.O. LTD, 3d House, Riverside Business Park, Leeds Road, ILKLEY LS29 8JZ, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	13 April 1999	13 April 2013
BRINTONS.ORG	Brintons Ltd PO Box 16, Exchange Street, Kidderminster,	Lytham Newco Limited	Opal Business Solutions Ltd.,	22 March 2004	22 March 2012

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
	Worcs, DY10 1AG, UK		Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355		
BRINTONS.PT	Brintons – Industria de Alcatifas Lda, Zona Industrial Campia, Redosdinho, 3607-056	Lytham Newco Limited	Body Managing (unable to confirm) Billing contact: Optimus – Comunicações S.A.	21 July 1999	02 November 2011
BRINTONS.RU	(Unable to confirm)	Lytham Newco Limited	Contractstroy (unable to confirm)	14 December 2005	14 December 2011
BRINTONS.TEL	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan Brintons Ltd bobk@brintons.co.uk PO Box 16, Exchange Street, Kidderminster, Worcs DY10 1AG, UK, Phone: +44 (0)1562 820000, Fax: +44 (0) 1562515597	3 March 2009	23 March 2012
BRINTONS.US (Unable to		Lytham Newco Limited	Johnny Massey	7 January	6 January 2011

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
confirm via public sources)				2004	
BRINTONSCAR PET.CO.UK	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	9 December 2004	9 December 2012
BRINTONS-CARPET.CO.UK	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	9 December 2004	9 December 2012
BRINTONSCAR PET.COM	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	9 December 2004	9 December 2012
BRINTONS-CARPET.COM	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK,	9 December 2004	9 December 2012

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
			+44(0)1635 573370, Fax +44(0)1635 573355		
BRINTONS-CARPETS.CO.UK	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	9 December 2004	9 December 2012
BRINTONS-CARPETS.COM	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	9 December 2004	9 December 2012
BRINTONSCARPETS.EU	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635	3 October 2008	03 October 2011

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
			573355		
BRINTONSCAR PETS.NET	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	3 October 2008	03 October 2012
BRINTONSLIMITED.CO.UK (Unable to confirm via public sources)		Lytham Newco Limited	Bob Kerigan	8 December 2008	8 December 2010
BRINTONSLTD.COM	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	3 October 2008	3 October 2012
BRINTONSLTD.EU	Brintons Ltd PO Box 16, Exchange Street,	Lytham Newco Limited	Opal Business Solutions Ltd.,	3 October 2008	3 October 2011

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFEREE OF DOMAIN NAMES	ADMINISTRATIVE CONTACT	DATE FIRST REGISTERED	NEXT RENEWAL DATE or EXPIRY DATE
	Kidderminster, Worcs, DY10 1AG, UK		Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355		
BRINTONSLTD. NET	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Opal Business Solutions Ltd., Hostmaster@talktalkbusiness.co.uk , 24 Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ, UK, +44(0)1635 573370, Fax +44(0)1635 573355	3 October 2008	3 October 2012
BRINTONSUSA. COM	Brintons U. S. Axminster Johnny Massey, 1000 Cobb Place, Blvd Bldg 200 Suite 200, Kennesaw, GA 30144, US Phone: 1-678-5949311, Email: jmassey@brintonsusa.com	Lytham Newco Limited	Brintons U.S. Axminster, Johnny Massey, 1856 Artistry Lane, Greenville, MS 38702, US, Phone: 678-594- 9311, Email: jmassey@brintonsusa.com	12 January 2004	12 January 2015
BRINTONSUSA. NET	Brintons U. S. Axminster Johnny Massey,	Lytham Newco Limited	Brintons U.S. Axminster, Johnny Massey,	12 January 2004	12 January 2015

DOMAIN NAME	REGISTRANT AND ADDRESS (DUE TO TRANSFER NOT HAVING BEEN COMPLETED BY THE REGISTRY)	CONTROLLER AND TRANSFeree OF DOMAIN NAMES	ADMINISTRAT IVE CONTACT	DATE FIRST REGISTER ED	NEXT RENEWAL DATE or EXPIRY DATE
	1000 Cobb Place, Blvd Bldg 200 Suite 200, Kennesaw, GA 30144, US Phone: 1-678-5949311, Email: jmassey@brintons usa.com		1856 Artistry Lane, Greenville, MS 38702, US, Phone: 678-594- 9311, Email: jmassey@brintons usa.com		
WOODWARD- GROSVENOR.C O.UK	Brintons Ltd PO Box 16, Exchange Street, Kidderminster, Worcs, DY10 1AG, UK	Lytham Newco Limited	Bob Kerigan	6 April 2005	6 April 2013

Part 3
Intellectual Property Licences

AGREEMENT	ORIGINAL PARTIES	OVERVIEW OF AGREEMENT
Patent, trade mark and technology licence	Brintons Limited and Brintons Pty Limited. Agreement assigned by Brintons Limited to Lytham Newco Limited.	Intra-group licence of Australian patents and trade marks, and copyrights, and transfer of know-how by Brintons Limited to Brintons Pty for use in Australia on carpet products.
Designs licence	Laura Ashley Investments Limited (“LA”) and Brintons Limited Agreement assigned by Brintons Limited to Lytham Newco Limited.	LA grants licence to Brintons Limited for manufacture, import, distribution, market and sale of carpets featuring selected LA designs in US, UK, Canada and Ireland extended to include Australia and New Zealand) in selected outlets. LA also licences the LA trade mark to Brintons Limited. Trade marks owned by LA; designs are jointly owned by the parties.
Know-how assignment	P.L.Tessile S.p.A. (in liquidation) and Brintons Limited Agreement assigned by Brintons Limited to Lytham Newco Limited.	Assignment of know-how and IP developed by Mr Alberto Pozzi for Brintons Limited in relation to the “CUBOPAC” technology (as listed in the Annex to the assignment)
Proposed Licensing Agreement (as amended)	Timorous Beasties (“TB”) and Brintons Limited Agreement assigned by Brintons Limited to Lytham Newco Limited.	Consultancy/ collaboration agreement and licence agreement: TB to create designs for Brintons Limited. Grants to Brintons Limited the exclusive right to manufacture, distribute and sell products incorporating the TB designs, including a worldwide, non-exclusive right to use the TB trade mark. Ownership of IP created is unclear but intention appears for this to be jointly owned by the parties. Brintons Limited has no right to licence without

AGREEMENT	ORIGINAL PARTIES	OVERVIEW OF AGREEMENT
		TB's consent.
Design Licence (extended by letter until June 2012)	Lawrence Llewelyn-Bowen Limited ("LLB") and Brintons Limited Agreement assigned by Brintons Limited to Lytham Newco Limited.	LLB to submit carpet designs exclusively to Brintons Limited. Brintons Limited to sell carpets incorporating designs in UK, USA, Ireland, Czech Republic and Saudi Arabia. Trade mark licence granted by LLB to Brintons Limited. Ownership of IP created is unclear but intention appears for this to be jointly owned by the parties. Brintons Limited has no right to licence without TB's consent.
Licensing and Manufacturing Agreement	Brintons Limited and Dunbar & Callum ("DC") Agreement assigned by Brintons Limited to Lytham Newco Limited.	DC grants licence to Brintons Limited to manufacture carpet products incorporating DC's designs (with a right to amend the designs); Brintons Limited manufactures product and sells to DC and its distributors.
TM and design Licence Agreement	Stacy Garcia Inc (designer) and Brintons US Axminster (licensee)	Stacy Garcia grants Brintons Limited a non-exclusive licence to use the Stacy Garcia TM on products and in associated advertising and promotion.

SCHEDULE 5

EQUIPMENT

Name of Chargor	Description of Equipment
Brintons Limited	Brintons Axminster looms
Brintons Limited	Brintons Wilton looms
Brintons Limited	Brintons 651 looms

SCHEDULE 6
BANK ACCOUNTS

Part 1

Operating Accounts

Name of Chargor	Name and address of institution at which account is held	Sort Code	Account Number
Lytham Holdco Limited	Lloyds TSB Bank plc	30-00-02	00306865
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	11860917
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	24004727
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	40004542
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	52004344
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	59018952
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	48003049
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	49006319
Lytham Holdco Limited	Lloyds TSB Bank plc	30-00-02	01480796
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	86183909
Lytham Holdco Limited	Lloyds TSB Bank plc	30-00-02	01265070
Lytham Holdco Limited	Lloyds TSB Bank plc	30-00-02	00064209
Lytham Holdco Limited	Lloyds TSB Bank plc	30-12-18	86351925
Lytham Holdco Limited	HSBC Bank plc	40-05-15	57303780
Lytham Holdco Limited	HSBC Bank plc	40-11-18	22448491
Brintons Carpets Limited	Lloyds TSB Bank plc	30-00-02	00120710
Brintons Overseas Holdings Limited	Lloyds TSB Bank plc	30-00-02	02251561
Brintons Overseas Holdings Limited	Lloyds TSB Bank plc	30-12-18	52004328
Brintons Overseas Holdings Limited	Lloyds TSB Bank plc	30-12-18	40017547
Brintons (China) Limited	Lloyds TSB Bank plc	30-00-02	01338019
Brintons (China) Limited	Lloyds TSB Bank plc	30-12-18	11651706

Part 1

Blocked Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
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SCHEDULE 7

INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Lytham Holdco Limited	Zurich Assurance Limited	Level Protection Plan 16764-2TA-DYS -	Key- Man Insurance in respect of Peter John Sverre Johansen

SCHEDULE 8
FORMS OF NOTICES
Part 1
Form of Insurance Notice

To: [insert name and address of insurance company]

Dated: [●]

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the “Policies”)

We notify you that, [insert name of Chargor] (the “Chargor”) has assigned to [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●].

We further notify you that:

1. the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will note the Security Agent’s interest as first chargee on each of the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;

- (e) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....
for and on behalf of
[insert name of insurance company]

Dated: [●]

Part 2

Form of Account Notice

To: [insert name and address of Account Bank] (the “**Account Bank**”)

Dated: [●]

Dear Sirs

Re: The [●] Group of Companies - Security over Bank Accounts

We notify you that [insert name of Chargor] (the “**Chargor**”) and certain other companies identified in the schedule to this notice (together the “**Customers**”) charged to [insert name of Security Agent] (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the “**Charged Accounts**”) and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [●].

5. We irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.

6. We also advise you that:

- (a) the Customers may not withdraw any monies from any Charged Accounts designated as “Blocked” in the schedule below without first having obtained the prior written consent of the Security Agent;
- (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as “Not blocked” in the schedule below until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
- (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

7. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule		
Customer	Account Number	Sort Code
[•]	[•]	[•]

Yours faithfully,

.....
for and on behalf of
[Insert name of Chargor]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: *[Insert name and address of Security Agent]*

Copy to: *[Insert name of Chargor]* (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [●]

SCHEDULE 9

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) [●] Limited, a company incorporated in England and Wales with registered number [●], for itself and on behalf of the other Chargors (other than the New Chargor) (the “**Company**”)
- (2) [●] Limited, a company incorporated in England and Wales with registered number [●] (the “**New Chargor**”); and
- (3) [●] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated [●] between, amongst others, the Company, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

(a) The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (i) by way of first legal mortgage:

- (ii) all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)); and
 - (iii) all the Shares and Investments and all corresponding Related Rights;
- (b) by way of fixed charge:
- (i) all other interests (not charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land;
 - (ii) all of its rights, title and interest in the Intellectual Property;
 - (iii) all of its rights, title and interest in the Equipment;
 - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (v) all debts and monetary claims (other than Trading Receivables) and all rights against third parties in respect of such debts and claims;
 - (vi) all monies standing to the credit of the Operating Accounts, the Blocked Accounts and any other bank accounts which it may have with any bank, financial institution, or other person;
 - (vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
 - (viii) its goodwill and uncalled capital; and
 - (ix) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

2.4 **Floating charge**

As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security Assignment*), including heritable property.

2.5 **Security Assignment**

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements,

(subject in each case to reassignment by the Security Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations).

3. **CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. **CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5. **NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows:

Address: [●]

Facsimile: [●]

Attention: [●]

6. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
[Name of New Chargor] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

THE COMPANY

EXECUTED as a DEED by
[Company] for itself and behalf of
all other Chargors (other than the
New Chargor) acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

THE SECURITY AGENT

EXECUTED as a DEED by
[Name of Security Agent] acting by:

[•]as Authorised Signatory: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

Email: [•]

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

PROPERTIES

[•]

SCHEDULE 2

SHARES AND INVESTMENTS

[•]

SCHEDULE 3

INTELLECTUAL PROPERTY

[•]

SCHEDULE 4

EQUIPMENT

[•]

SCHEDULE 5

BANK ACCOUNTS

[•]

SCHEDULE 6

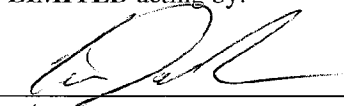

INSURANCE POLICIES

[•]

SIGNATORIES TO DEBENTURE

THE CHARGORS

**EXECUTED as a DEED by
LYTHAM HOLDCO LIMITED acting by:**


as Director: 
Witness: 
Name: SHAHEED JAMIL
Address: 99 BISHOPS GATE LONDON EC2M3XF
Occupation: SOLICITOR

Notice Details

Address: 57 BERKELEY SQUARE, LONDON, W1J 6ER
Facsimile: 44 (20) 7894 1600
Attention: IAN JACKSON

**EXECUTED as a DEED by
LYTHAM FINANCECO LIMITED acting by:**

as Director: 

Witness: 

Name: SHAHID JAMIL

Address: 99 BISHOPSGATE LONDON EC2M 3XF

Occupation: SOLICITOR

Notice Details

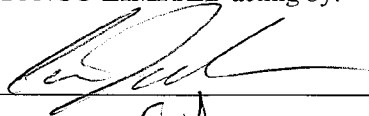
Address: 57 BERKELEY SQUARE, LONDON, W1J 6ER

Facsimile: +44(20)7894 1600

Attention: IAN JACKSON

**EXECUTED as a DEED by
LYTHAM ACQUISITIONCO LIMITED acting by:**

as Director: _____



Witness: _____



Name: _____

SHAHID JAMIL

Address: _____

99 BISHOPSGATE LONDON EC2M 3XF

Occupation: _____

SOLICITOR

Notice Details

Address: _____

57 BERKELEY SQUARE, LONDON, W1J 6GR



Facsimile: _____

+44 (20) 7894 1600

Attention: _____

IAN JACKSON

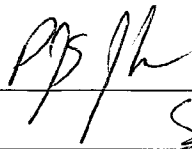

**EXECUTED as a DEED by
LYTHAM NEWCO LIMITED acting by:**

as Director: 
Witness: 
Name: SHAHID JAMIL
Address: 99 BISHOPSGATE LONDON EC2M 3XF
Occupation: SOLICITOR

Notice Details

Address: 57 BERKELEY SQUARE, LONDON, W1J 6ER
Facsimile: 44 (20) 7894 1600
Attention: IAN JACKSON

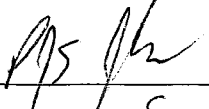
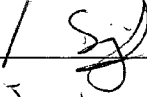
**EXECUTED as a DEED by
BRINTONS OVERSEAS HOLDINGS LIMITED acting by:**

as Director: 
Witness: 
Name: SHAHID JAMIL
Address: 99 BISHOPSGATE LONDON EC2M 3XF
Occupation: SOLICITOR

Notice Details

Address: P.O. BOX 16, EXCHANGE STREET, WIDDERMINSTER, WARCS DY10 1AG
Facsimile:
Attention: PETER JOHANSEN

**EXECUTED as a DEED by
BRINTONS (CHINA) LIMITED acting by:**

as Director: 
Witness: 
Name: SHAHID JAMIL
Address: 99 BISHOPSGATE LONDON EC2M 3XF
Occupation: SOLICITOR

Notice Details

Address: PO BOX 16, EXCHANGE STREET, KINGSLAND, WORCS OY10 1AG
Facsimile:
Attention: PETER JOHANSEN

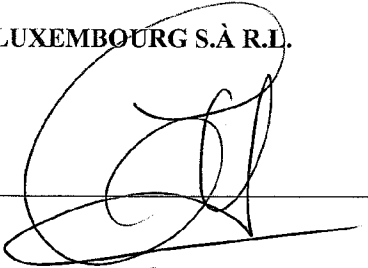
THE SECURITY AGENT

EXECUTED as a **DEED** by

CARLYLE STRATEGIC PARTNERS II LUXEMBOURG S.À R.L.

acting by an Authorised Signatory:

Signature of Authorised Signatory:



G. SCHMIT

Name of Authorised Signatory:

Notice Details

Address: 67, Rue Ermesinde, L – 1469 Luxembourg with a copy to: Ian Jackson, CELF Advisors LLP, The Carlyle Group, Lansdowne House, 57 Berkeley Square, London W1J 6ER

Facsimile: +352 267 372 360

Attention: The Directors

Signature Pages to Composite Debenture