

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| | |
|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | DEBENTURE |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|--|
| GULLANE ENTERTAINMENT LIMITED | | 02/14/2003 | COMPANY REGISTERED IN ENGLAND AND WALES: |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | BARCLAYS BANK PLC |
| Street Address: | 5 THE NORTH COLONNADE, CANARY WHARF |
| City: | LONDON |
| State/Country: | UNITED KINGDOM |
| Postal Code: | E14 4BB |
| Entity Type: | BANK: |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------------|---------|
| Registration Number: | 1992552 |

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 878-8000
 Email: trademark.group@cliffordchance.com
 Correspondent Name: Clifford Chance US LLP
 Address Line 1: 200 Park Avenue
 Address Line 4: New York, NEW YORK 10166

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 100528/1 LON. B1227/25806 |
|-------------------------|---------------------------|

DOMESTIC REPRESENTATIVE

CH \$40.00 1992552

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine F. Benton

Total Attachments: 6

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**C L I F F O R D
C H A N C E**

LIMITED LIABILITY PARTNERSHIP

We hereby certify this to
be a true copy of the original
Signed: Clifford Chance LLP
CLIFFORD CHANCE
LIMITED LIABILITY PARTNERSHIP
200 Aldersgate Street
London EC1A 4J

EXECUTION COPY

DATED 14 FEBRUARY 2003

GULLANE ENTERTAINMENT LIMITED

AS COMPANY

IN FAVOUR OF

BARCLAYS BANK PLC

AS SECURITY TRUSTEE

DEBENTURE

To: H.M. Chief Land Registrar. Note: This deed contains (in Clause 5.4 (*Land Registration*))
an application to enter a restriction on the Proprietorship Register and (in Clause 5.6 (*Further
Advances*)) an application to enter a notice on the Charges Register.

TRADEMARK

REEL: 002678 FRAME: 0842

THIS DEBENTURE is made on

14

February 2003

BY

- (1) GULLANE ENTERTAINMENT LIMITED registered in England and Wales with company number 2120124 (the "Company") in favour of
- (2) BARCLAYS BANK PLC as security trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "Security Trustee" which expression shall include any person for the time being appointed as security trustee or as an additional security trustee for the purpose of, and in accordance with, the Facility Agreement).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this Debenture, have the same meaning when used in this Debenture and in addition:

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights.

"Assigned Account" means the Cash Collateral Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and all Related Rights.

"Cash Collateral Account" means an interest bearing account with the following details:

| | |
|-------------------|---|
| Barclays Bank PLC | |
| 75 Wall Street | |
| New York | |
| SWIFT Address: | BARC US 33 |
| Account: | GSU Re: Agency Loans |
| Account No: | 050036211 |
| Reference: | GSU/Gullane Entertainment Cash Collateral |

(and any renewal or redesignation thereof) maintained with the Security Trustee by the Company into which the Cash Collateral is paid pursuant to the terms of the Facility Agreement.

"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law.

Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Debenture) and/or any Hedging Agreement including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities. Provided that neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3. **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

3.1 **Fixed Charges**

The Company hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date hereof shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

3.1.1 the Real Property

3.1.2 the Intellectual Property;

3.1.3 any goodwill and rights in relation to the uncalled capital of the Company;

3.1.4 the Investments; and

3.1.5 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

3.2 **Assignments**

The Company hereby assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time (subject to obtaining any necessary consent to that assignment from any third party) in all rights and claims in relation to any Assigned Account.

3.3 **Floating Charge**

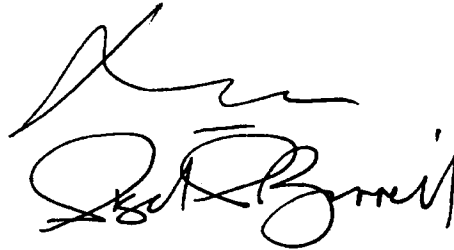
The Company hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of

The Company

EXECUTED as a DEED
by GULLANE ENTERTAINMENT LIMITED

Director

Director/Secretary



Address: Maple House
149 Tottenham Court Road
London, W1T 7NF

Fax: 020 7387 3722

Attention: Nigel Birrell

The Security Trustee

BARCLAYS BANK PLC

By:

Address: 5 The North Colonnade
Canary Wharf
London, E14 4BB

Fax:

Attention: Frank Rogers

The Company

EXECUTED as a DEED
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Director

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Address: Maple House
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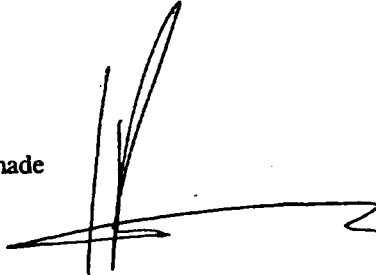
Attention: Nigel Birrell

The Security Trustee

BARCLAYS BANK PLC

By:

Address: 5 The North Colonnade
Canary Wharf
London, E14 4BB



Fax:

Attention: Frank Rogers

SCHEDULE 3

INTELLECTUAL PROPERTY

TRADEMARKS OWNED BY GULLANE ENTERTAINMENT LIMITED

12 February 2003

| Proprietor | Country | Trademark | International classes | Application Number | Registration Number | Status | Renewal Date | Application Date | Registration Date |
|--------------------------------|----------------|-------------------------|-----------------------|--------------------|---------------------|--------|--------------|------------------|-------------------|
| Gullane Entertainment Limited | Australia | BRITT ALLCROFT Stylised | 28 | 631895 | 631895 | REG | 09/06/04 | 09/06/94 | 09/06/94 |
| Gullane Entertainment Limited | Canada | BRITT ALLCROFT Stylised | 9, 28 | 808279 | TMA479850 | REG | 07/08/12 | 27/03/96 | 07/08/97 |
| Gullane Entertainment Limited | Community | BRITT ALLCROFT Stylised | 9, 16, 25, 28, 41 | 883066 | | PEN | | 21/07/98 | |
| Gullane Entertainment Limited | Japan | BRITT ALLCROFT Stylised | 16 | 4-139301 | 4130216 | REG | 03/04/2008 | 13/07/1992 | 03/04/1998 |
| Gullane Entertainment Limited | Japan | BRITT ALLCROFT Stylised | 28 | 8-4770 | 4355121 | REG | 28/01/2010 | 16/03/1995 | 28/01/2000 |
| Gullane Entertainment Limited | Japan | BRITT ALLCROFT Stylised | 29 | 4-139303 | 3010035 | REG | 30/11/2004 | 13/07/1992 | 30/11/1994 |
| Gullane Entertainment Limited | Japan | BRITT ALLCROFT Stylised | 30 | 4-139304 | 3065498 | REG | 31/08/2005 | 13/07/1992 | 31/08/1995 |
| Gullane Entertainment Limited | New Zealand | BRITT ALLCROFT Stylised | 28 | 237611 | B237611 | REG | 07/06/15 | 07/06/94 | 18/10/96 |
| Gullane Entertainment Limited | South Africa | BRITT ALLCROFT Stylised | 28 | 93/7172 | 93/7172 | REG | 19/08/03 | 19/08/93 | 19/08/93 |
| Gullane Entertainment Limited | South Africa | BRITT ALLCROFT Stylised | 9 | 93/7171 | 93/7171 | REG | 19/08/03 | 19/08/93 | 19/08/93 |
| Gullane Entertainment Limited | South Korea | BRITT ALLCROFT Stylised | 43 - local class | 1992-17650 | 269553 | REG | 20/07/2003 | 26/06/1992 | 20/07/1993 |
| Gullane Entertainment Limited | Taiwan | BRITT ALLCROFT Stylised | 78 - local class | 81036877 | 596913 | REG | 30/04/2003 | 24/07/1992 | 01/05/1993 |
| Gullane Entertainment Limited* | Thailand | BRITT ALLCROFT Stylised | 28 | 237757 | KOR14038 | REG | | 30/11/1992 | 30/11/1992 |
| Gullane Entertainment Limited | United Kingdom | BRITT ALLCROFT Stylised | 28 | 1571200 | 1571200 | REG | 06/05/11 | 06/05/94 | 06/05/94 |
| Gullane Entertainment Limited | US | BRITT ALLCROFT Stylised | 28 | 74/616186 | 1992552 | REG | 13/08/2006 | 28/12/1994 | 13/08/1996 |
| Gullane Entertainment Limited | Australia | GULLANE | 9, 16, 25, 28, 41 | 848844 | 848844 | REG | 04/09/10 | 04/09/00 | 04/09/00 |
| Gullane Entertainment Limited | Community | GULLANE | 9, 16, 25, 28, 41 | 1640770 | 1640770 | REG | 04/05/10 | 04/05/00 | 04/05/00 |
| Gullane Entertainment Limited | New Zealand | GULLANE | 28 | 646462 | 646462 | REG | 03/10/08 | 03/10/01 | 03/10/01 |
| Gullane Entertainment Limited | New Zealand | GULLANE | 9 | 646459 | 646459 | REG | 03/10/08 | 03/10/01 | 03/10/01 |
| Gullane Entertainment Limited | New Zealand | GULLANE | 25 | 646461 | 646461 | REG | 03/10/08 | 03/10/01 | 03/10/01 |
| Gullane Entertainment Limited | New Zealand | GULLANE | 41 | 646463 | 646463 | REG | 03/10/08 | 03/10/01 | 03/10/01 |
| Gullane Entertainment Limited | New Zealand | GULLANE | 16 | 646460 | 646460 | REG | 03/10/08 | 03/10/01 | 03/10/01 |

* Trade mark has been renewed