

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empower Interactive Group Limited		11/23/2005	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ETV Capital S.A.		
Street Address:	46A Avenue John F. Kennedy		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1855		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78011207	EMPOWER INTERACTIVE	
CORRESPONDENCE DATA			
Fax Number:	(212)382-0888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-382-0700		
Email:	email@ostrolenk.com		
Correspondent Name:	Charles P. LaPolla		
Address Line 1:	1180 Avenue of the Americas		
Address Line 2:	7th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T/2837-10		
DOMESTIC REPRESENTATIVE			
Name:	Charles P. LaPolla		
Address Line 1:	1180 Avenue of the Americas		

CH \$40.00 78011207

Address Line 2: 7th Floor
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Charles P. LaPolla

Signature: /charles p lapolla/

Date: 02/03/2006

Total Attachments: 8
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**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03962498

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd NOVEMBER 2005 AND CREATED BY EMPOWER INTERACTIVE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ETV CAPITAL S.A. ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th DECEMBER 2005.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HC026A


DATED 23 NOVEMBER 2005

(1) EMPOWER INTERACTIVE GROUP LIMITED

(2) ETV CAPITAL S.A.

DEBENTURE

FINAL EXECUTION VERSION

 TaylorWessing

THIS DEBENTURE is made the 23rd day of November 2005

BETWEEN



- (1) EMPOWER INTERACTIVE GROUP LIMITED (registered in England and Wales under company number 03962498) the registered office of which is Building 10 Chiswick Park, 566 Chiswick High Road, London W4 5YB (the "Borrower"); and
- (2) ETV CAPITAL S.A. a company incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is at 46A Avenue John F Kennedy, L-1355 Luxembourg (the "Lender").

INTRODUCTION

- (A) The Lender has agreed to make available to the Borrower a term facility of up to [REDACTED], subject to and upon the terms and conditions contained in the Loan Agreement (as defined below).
- (B) As a condition precedent to and pursuant to the provisions of the Loan Agreement the Borrower has agreed to enter into this Debenture for the purpose of providing security to the Lender for the Secured Liabilities.

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

In this Debenture the following expressions have the following meanings, unless the context otherwise requires:

"Asset Insurance" means the insurance referred to in clause 12(f)(i) (Property and Asset Insurance) in respect of assets other than the Property;

"Administrator" means any administrator appointed pursuant to this Debenture;

"Amendment Agreements" means the amendment agreements dated (i) on or about the date hereof in respect of debentures [REDACTED] and [REDACTED], and (ii) [REDACTED] in respect of a debenture [REDACTED] each made between (1) the Borrower and (2) the Lender.

"Book Debts" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and

DATED

23 NOVEMBER

2005

(1) EMPOWER INTERACTIVE GROUP LIMITED

(2) ETV CAPITAL S.A.

LOAN FACILITY AGREEMENT
of up to ~~£100,000~~ made available to
Empower Interactive Group Limited

FINAL EXECUTION COPY

 TaylorWessing

THIS AGREEMENT is made the 23rd day of November 2005

BETWEEN

- (1) EMPOWER INTERACTIVE GROUP LIMITED (registered in England and Wales under company number 03962498) the registered office of which is at Building 10 Chiswick Park, 566 Chiswick High Road London W4 5YB (the "Borrower"); and
- (2) ETV CAPITAL S.A. a company incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is situated at 46A Avenue John F Kennedy L-1855, Luxembourg (the "Lender").

INTRODUCTION

The Lender has agreed to make available to the Borrower a loan facility of up to [REDACTED] in aggregate subject to and upon the terms and conditions contained in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

In this Agreement the following expressions have the following meanings, unless the context otherwise requires:

"Accounts" means, in the case of the Borrower, the latest annual consolidated audited profit and loss account and audited balance sheet of the Borrower and its Subsidiaries available from time to time;

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Authorities" means all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies;

"Availability Period" means the period commencing on the date of this Agreement and ending on [REDACTED];

"Available Facility" means the Facility as reduced by any relevant term of this Agreement;

"Business Day" means a day (other than a Saturday) on which banks are open for business in London;

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender pursuant to the Security Documents;

an Authority or otherwise to ensure compliance with any Environmental Legislation which works might have a Material Adverse Effect; or

- (ii) any step is taken towards the institution of any proceedings or serving of any notice by any Authority in respect of Environmental Legislation relating to the whole or any part of the Property and any such steps might have a Material Adverse Effect;

(q) *Material adverse change*

any circumstances arise which give grounds in the reasonable opinion of the Lender for belief that the Borrower may not (or may be unable to) perform or comply with, its obligations under any Facility Documents to which it is a party; or

(r) *Conditions Subsequent*

The Borrower fails to:

- (i) provide the Lender with a certified true copy of the resolutions passed pursuant to the EGM Pack within 30 days of the date hereof;
- (ii) provide the Lender with a duly executed warrant instrument and warrant certificate both in the agreed form within 30 days of the date hereof; and
- (iii) register the fixed charge in the Debenture against the US Trade Mark with application number 78/011207 and provide evidence of the same to the Lender within 60 days of the date hereof.

15.2 On and at any time after the occurrence of an Event of Default which is continuing, the Lender in its absolute discretion may by written notice to the Borrower:

- (a) declare the Loan to be immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Borrower under any Facility Document to which it is a party and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Borrower; or
- (b) declare the Loan to be due and payable on demand of the Lender; and/or
- (c) declare that any undrawn portion of the Facility is cancelled, whereupon the same shall be cancelled with immediate effect and the Available Facility shall be reduced to zero with immediate effect.

16. *Indemnities*

16.1 The Borrower shall promptly indemnify the Lender against any loss or expense which it shall certify as sustained or incurred by it as a consequence of:

- (a) any default in repayment of the Loan or any part thereof or payment of interest accrued thereon or any other amount payable under this Agreement on the due date;
- (b) the occurrence of any Event of Default;

The Borrower

Signed by
for and on behalf of
Empower Interactive Group Limited

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)
) 

Notice Details:

Address: Building 10
Chiswick Park
566 Chiswick High Road
London
W4 5YB

Fax No: 020 8987 5101

Telephone No: 020 8987 5100

Attention: Mr Dhamendra Patel

The Lender

Signed by
for and on behalf of
ETV Capital S.A.

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)
)

Notice Details:

Address: C/O European Technology Ventures (Advisers) Limited
First Floor
1 Tenterden Street
London
W1S 1TA

Fax No: 020 7907 2399

Telephone No: 020 7907 2370

Attention: Mr Nathaniel Norgren

The Borrower

Signed by)
for and on behalf of)
Empower Interactive Group Limited)

Notice Details:

Address: Building 10
Chiswick Park
588 Chiswick High Road
London
W4 5YB

Fax No: 020 8987 5101

Telephone No: 020 8987 5100

Attention: Mr Dharmendra Patel

The Lender

Signed by)
for and on behalf of)
ETV Capital S.A.)



Notice Details:

Address: C/O European Technology Ventures (Advisers) Limited
First Floor
1 Tenterden Street
London
W1S 1TA

Fax No: 020 7907 2399

Telephone No: 020 7907 2370

Attention: Mr Nathaniel Norgren