

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allen-Vanguard Corporation		04/01/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street
Internal Address:	12th Floor, South Tower, Royal Bank Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77069560	SWATBOT
Registration Number:	3030952	SKM
Registration Number:	3198016	TARANIS
Registration Number:	3395648	MICROVIPER
Registration Number:	3351923	OMNISEAL
Serial Number:	78328193	SEARCHTEC
Registration Number:	3294357	HAL
Registration Number:	3410207	BOMBTEC

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

81105

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jane F. Collen

Signature:

/Jane F. Collen/

Date:

06/04/2008

Total Attachments: 51

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05/23/2008 12:54 FAX 416 365 1719

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003/038

From: Marks & Clerk

To: 0014163651719

23/05/2008 15:01

#990 P.002/052

Debenture

Dated 6 May 2008

Allen-Vanguard Corporation
(the Parent)

The companies listed in Schedule 1
(the Original Chargeors)

Royal Bank of Canada
(the Administrative Agent)

A09234000

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REEL: 003790 FRAME: 0661

From: Marks & Clerk

To: 0014163651719

23/05/2008 15:01

#990 P.003/052

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Contenta (1)

From: Marks & Clerk

To: 0014163651719

23/05/2008 15:01

#990 P.005/052

Debenture

Dated 6 May 2008

Between

- (1) **Allan-Vanguard Corporation** a corporation incorporated under the laws of the Province of Ontario, Canada having its registered office at 5459 Canotek Road, Ottawa, Ontario, K1J 9M3, Canada (the **Parent**);
- (2) The companies listed in Schedule 1 (*Original Chargers*) (the **Original Chargers**); and
- (3) **Royal Bank of Canada** as administrative agent for the Secured Parties (the **Administrative Agent**).

Recitals

- A The Secured Parties have agreed to make credit facilities available on the terms of the Credit Agreement.
- B The Parent and the Chargers have agreed to provide Security to the Administrative Agent (as administrative agent for the Secured Parties on the terms of the Credit Agreement) to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Credit Agreement shall have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Act means the Law of Property Act 1925.

Account means a Current Account or a Letter of Credit Collateral Account.

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to a Charger, all its book and other debts of any nature, and all other rights to receive money (excluding the Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

Charger means each Original Charger and each company which grants Security over its assets in favour of the Administrative Agent by executing a Security Accession Deed in accordance with Clause 21 (*Additional Chargers*).

Credit Agreement means the credit agreement dated on or about the date of this Debenture between, among others the Parent as borrower, the Administrative Agent and the other Secured Parties.

Current Account means each account of the Chargers set out in Part 1 of Schedule 5 (*Accounts*) and all other current, deposit or other accounts with any bank or financial institution

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in which a Chargor now or in the future has an interest, other than a Letter of Credit Collateral Account.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Excluded Account means the account in the name of Allen-Vanguard Ltd Life Assurance System with Bank of Scotland and bearing account number 06048896.

Group means the Parent and each of its Subsidiaries for the time being and Group Company means any one of them.

Insurance means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

Intellectual Property Chargor means a Chargor that owns Intellectual Property Rights.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, semiconductor topography rights and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature or having equivalent effect; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Investments means, in relation to a Chargor, all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

Land has the same meaning as it has in section 205(1) of the Act.

Letter of Credit Collateral Account means each account of the Chargors set out in Part 3 of Schedule 5 (*Accounts*).

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Administrative Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them.

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Secured Liabilities means the obligations and the liabilities of each Loan Party to the Secured Parties pursuant to the Credit Documents except for any liabilities which, if secured by this Debenture, would result in a contravention by the Parent or a Chargor of section 151 of the Companies Act 1985.

Security has the same meaning as "Encumbrance" in the Credit Agreement.

Security Accession Deed means a deed executed by a Group Company substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*), with those amendments which the Administrative Agent may approve or reasonably require.

Security Assets means, in relation to the Parent or a Chargor, all of its assets which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of the Credit Agreement and ending on the date on which the Administrative Agent is satisfied that all of the liabilities of the Group Companies under each Credit Document are irrevocably discharged in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the facilities under the Credit Agreement.

Shares means all shares held by;

- (i) a Chargor in its Subsidiaries; and
- (ii) the Parent in Vanguard.

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Vanguard means Vanguard Response Systems (UK) Limited a company incorporated in England and Wales with registered number 05185456.

1.2 Construction

1.2.1 Unless a contrary intention appears, any reference in this Debenture to:

- (a) this Debenture is a reference to this Debenture as amended, varied, novated, supplemented and replaced from time to time;
- (b) a Chargor, the Administrative Agent or any other Secured Party or a Receiver includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted); and
- (c) the Administrative Agent or any other Secured Party or a Receiver (except for the references in Clause 17 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.
- (d) assets includes present, future, actual and contingent properties, revenues and rights of every description, whether tangible or intangible (including uncalled share capital);
- (e) a Clause or Schedule is to be construed as a reference to the relevant clause of, or schedule to, this Debenture;
- (f) a Credit Document or any other agreement or instrument is a reference to that Credit Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;

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- (g) **guarantee** means any guarantee, letter of credit, bond, indemnity, documentary or other credit or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (h) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (j) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (k) the words **other** and **otherwise** shall not be construed *ejusdem generis* with any preceding words where a wider construction is possible;
- (l) **any person** includes any assignee, transferee, successor in title, delegate, sub-delegate or appointee of that person (in the case of a party to the Credit Agreement, in so far as such assignees, transferees, successors in title, delegates, sub-delegates or appointees are permitted and, in the case of the Administrative Agent, any person for the time being appointed as Administrative Agent or Administrative Agents in accordance with the Credit Documents) and 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);
- (m) 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;
- (n) **any statute or statutory provision** includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it;
- (o) a **time of day** is a reference to London time.
- 1.2.2 The liabilities of the Parent and the Chargers under this Debenture are joint and several.
- 1.2.3 Section, clauses and schedule headings are for ease of reference only.
- 1.3 **Third party rights**
- 1.3.1 Each Secured Party, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture.
- 1.3.2 Notwithstanding any term of any **Credit Document**, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture.

1.4 **Effect as a deed**

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Administrative Agent.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the other Credit Documents and of any side letters between any parties in relation to any Credit Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 **Covenant to pay**

The Parent and the Chargors covenant with the Administrative Agent and the other Secured Parties that they will on demand pay and discharge the Secured Liabilities when due.

3 **Creation of Security**

3.1 **Land**

Each Chargor charges:

- (a) by way of first legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of first fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 **Shares**

The Parent and each Chargor charges by way of first fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 **Investments**

Each Chargor charges by way of first fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 **Equipment**

Each Chargor charges by way of first fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 **Book Debts**

Each Chargor charges by way of first fixed charge:

- (a) all Book Debts; and

(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

3.6 Accounts held with Secured Parties

3.6.1 Each Chargor charges by way of first fixed charge all amounts standing to the credit of:

- (a) each Current Account held with any Secured Party; and
- (b) any other account held with any Secured Party in its name or to which it is beneficially entitled.

3.6.2 Regardless of the terms on which moneys are credited to any account in the name of a Chargor held with any Secured Party, no amount standing to the credit of that account will be or accrue due or payable to that Chargor until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) no Secured Party is under any obligation to make banking or other facilities available to any Chargor.

and until that time the relevant Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Secured Parties' rights under this Debenture) as the Administrative Agent may in its absolute discretion from time to time permit.

3.7 Intellectual Property Rights

Each Intellectual Property Chargor charges by way of first fixed charge:

- (a) all of its present and future Intellectual Property Rights; and
- (b) all fees, royalties and other rights of every kind deriving from its Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of first fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of first fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

3.11 Accounts held with third parties

Each Chargor assigns absolutely all its present and future right, title and interest in and to each Current Account held with a party, other than a Secured Party

3.12 Insurances

3.12.1 Each Chargor assigns absolutely all its rights and interests in the Insurances.

3.12.2 Until a Default occurs, but subject to Clause 7.6 (Insurances), the Chargors may continue to deal with the counterparties to the Insurances.

3.13 Contractual rights

Each Chargor charges by way of first fixed charge all its rights under any agreement to which it is a party.

3.14 Other assets

3.14.1 Each Chargor charges by way of first floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.

3.14.2 The Parent charges by way of first floating charge all Shares which are not effectively mortgaged or charged by way of fixed charge under this Clause 3.

3.14.3 The floating charge created by each Chargor pursuant to this Clause 3.14 is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture and the Administrative Agent may appoint an administrator of any Chargor pursuant to that paragraph.

3.15 Trust

3.15.1 Subject to Clause 3.15.2, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the relevant Chargor or Parent, as the case may be, holds it on trust for the Administrative Agent.

3.15.2 If the reason referred to in Clause 3.15.1 is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) subject to Clause 3.15.3, the Chargor or Parent, as the case may be, shall apply for the consent or waiver; and
- (ii) the Chargor or Parent, as the case may be, shall use all reasonable endeavours to satisfy the condition.

In each case within 14 days of the date of this Debenture or, if the Security Asset is acquired after the date of this Debenture, within 14 days of the date of acquisition.

3.15.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor or Parent, as the case may be, shall:

- (a) use all reasonable endeavours to obtain it as soon as possible; and
- (b) keep the Administrative Agent informed of the progress of the negotiations to obtain it.

3.15.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and the trust referred to in Clause 3.15.1 shall terminate.

3.16 Excluded Account

This Debenture shall not charge, and no security created hereunder shall attach to, the Excluded Account.

4 Nature of Security created

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Parent or the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) In favour of the Administrative Agent as administrative agent for the Secured Parties; and
- (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the relevant Chargor does not know and could not reasonably be expected to know about them).

5 Conversion of floating charge

5.1 Conversion on notice

The Administrative Agent may by notice to a Chargor or the Parent, as the case may be, at any time during the Security Period convert the floating charge created by that Chargor or the Parent, as the case may be, under this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) An Event of Default is continuing; or
- (b) the Administrative Agent considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 Automatic conversion

The floating charge created by a Chargor or the Parent, as the case may be, under this Debenture will convert automatically and immediately into fixed charges:

- (a) if the Administrative Agent receives notice of an intention to appoint an administrator of that Chargor or the Parent, as the case may be;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor or Parent, as the case may be, over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor or Parent, as the case may be, creates or attempts to create Security over all or any of the Security Assets, other than Permitted Encumbrances;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

From: Marks & Clerk

6 Representations and warranties**6.1 General**

The Administrative Agent has entered into this Debenture in reliance on the representations of the Parent and each Chargor set out in this Clause 6, and the Parent (in respect of Clause 6.4) and each Chargor or, in the case of Clause 6.4 each Intellectual Property Chargor warrants to the Administrative Agent on the date of this Debenture, as set out in this Clause 6.

6.2 Land

All Land beneficially owned by it is described opposite its name in Schedule 2 (*Land charged by way of legal mortgage*).

6.3 Shares

All Shares beneficially owned by it are described opposite its name in Schedule 3 (*Shares*).

6.3.1 All Shares beneficially owned by it are described opposite its name in Schedule 3 (*Shares*).

6.3.2 All of the Shares and, to the extent applicable, all investments are fully paid.

6.4 Intellectual Property Rights

6.4.1 It is the legal, beneficial and registered proprietor of the Intellectual Property Rights described opposite its name in Part 1 of Schedule 7 (*Intellectual Property Rights*).

6.4.2 It is not aware of any reason why any of its Intellectual Property Rights may for any reason be invalid or incapable of being the subject of the Security created by this Debenture.

6.4.3 It is the applicant for each registration of each of the Intellectual Property Rights described opposite its name in Part 2 of Schedule 7 (*Intellectual Property Rights*).

6.4.4 It is not aware of any reason why its entitlement so to make any application for registration of such Intellectual Property Rights should be challenged.

6.4.5 To the best of its knowledge, there is no reason why any application to register any such Intellectual Property Rights will not proceed to registration.

6.4.6 Other than with respect to the trademark "MOTORSCOPE" (U.K. registration number 1568376), it is not aware of any conduct, action or lack of action which will or may have the effect of prejudicing the validity of its Intellectual Property Rights or materially adversely affecting their value.

6.4.7 Other than as disclosed in writing to the Administrative Agent on or before the date of this Debenture:

(a) It is not restricted in any material way in its use or exercise of any Intellectual Property Rights; and

(b) to the best of its knowledge, information and belief (having made all reasonable enquiries), there are no licences, agreements (whether registered user agreements or otherwise) or Security (other than in favour of the Administrative Agent) which relate to or affect any Intellectual Property Rights or the Security created by this Debenture.

6.4.8 It is not aware of any claim from any third party relating to ownership of any of its Intellectual Property Rights or of any claim that any of its Intellectual Property Rights or its exercise thereof infringes any Intellectual Property Rights of any third party.

6.5 Insurances

6.5.1 It is the legal and beneficial owner of each Insurance to which it is a party.

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From: Marks & Clerk

- 6.5.2 All premiums and other moneys payable in respect of each Insurance have been duly and promptly paid in full.
- 6.5.3 Each Insurance is in full force and effect.
- 6.5.4 It has not made any false declaration or mis-statement in support of obtaining any Insurance
- 6.5.5 It has disclosed to the insurers of each Insurance all material facts.

6.6 Repetition

The representations and warranties set out in this Clause 6 shall survive the execution of this Debenture and are deemed to be repeated by reference to the facts and circumstances then existing on each date on the date of each Interest Period.

7 Positive covenants

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period.

7.1 Preservation of the Security Assets

Each Chargor and the Parent shall:

- (a) keep all Land, all Equipment and all other tangible assets which form part of the Security Assets in good and substantial repair, fair wear and tear excepted and permit the Administrative Agent free access at all reasonable times and on reasonable notice to view their state and condition;
- (b) preserve, maintain and renew as and when necessary all Intellectual Property Rights which form part of the Security Assets;
- (c) observe and perform all covenants, undertakings, laws and regulations from time to time affecting any Security Asset or the use or enjoyment of it except where non-observance or non-performance would not have a Material Adverse Effect;
- (d) pay all Tax, rents, rates, duties, fees, charges, assessments, impositions, calls, instalments and outgoings which are properly payable at any time during the Security Period in respect of any Security Asset or by the owner or occupier of it (and if it fails to pay that amount when due, the Administrative Agent may pay it);
- (e) as soon as reasonably practicable, notify the Administrative Agent of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened; and
- (f) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset.

7.2 Land

7.2.1 Each Chargor shall promptly notify the Administrative Agent in writing if it:

- (a) intends to acquire any estate or interest in Land; or
- (b) acquires any estate or interest in Land.

- 7.2.2 Each Chargor shall repair and remedy any material defect or want of repair promptly after service by the Administrative Agent of notice of the defect or want of repair.
- 7.2.3 Each Chargor shall give immediate notice in writing to the Administrative Agent if:
- it receives any notice under section 148 of the Act; or
 - any proceedings are commenced against it for the forfeiture of any lease of any Land.
- 7.2.4 If a Chargor acquires any freehold or leasehold property after the date of this Debenture it shall:
- Immediately on request by the Administrative Agent and at the cost of that Chargor, execute and deliver to the Administrative Agent a legal mortgage in favour of the Administrative Agent of that property in any form which the Administrative Agent may require;
 - If the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
 - If applicable, ensure that the provisions of Clause 16.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- 7.2.5 If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall:
- not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - use its reasonable endeavours to obtain the landlord's consent.
- 7.2.6 Each Chargor shall:
- perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land; and
 - must, within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
 - deliver a copy to the Administrative Agent; and
 - inform the Administrative Agent of the steps taken or proposed to be taken to comply with the relevant requirements.
- 7.2.7 Following a Default that has occurred and is continuing or, in respect of any Land acquired after the date of this Debenture, upon the request of the Administrative Agent, each Chargor shall:
- grant the Administrative Agent or its lawyers on request all facilities within the power of that Chargor to enable the Administrative Agent or its lawyers (at the expense of that Chargor) to:
 - carry out investigations of title to the Land; and
 - make such enquiries in relation to any part of the Land as a prudent mortgagee might carry out; and

- (b) If reasonably required by the Administrative Agent, provide it with a report on title of that Chargor to the Land concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of that nature.

7.2.8 In relation to any Land held under any lease, each Chargor shall:

- (a) observe and perform all covenants, stipulations and obligations binding upon it as lessee under any such lease;
- (b) diligently enforce all covenants, stipulations and obligations benefiting it as lessor under any such lease;
- (c) not amend, waive, release or vary any provision of, or exercise any option or power to break, terminate or extend (or agree to do any of the foregoing) any such lease (without providing 90 days prior written notice to of the Administrative Agent;
- (d) not do or permit to be done anything under any such lease which may result in its forfeiture and promptly notify the Administrative Agent of anything which may result in the forfeiture or termination of any such lease; and
- (e) not agree to any change in the rent payable under any such lease, otherwise than in accordance with the terms of such lease.

7.3 Book Debts

Each Chargor shall:

- (a) promptly collect in the Book Debts when they fall due for payment and shall hold the proceeds of collection on trust for the Secured Parties;
- (b) pay the Book Debts into a Current Account or into any other account which the Administrative Agent may specify.

7.4 Accounts

7.4.1 If after the date of this Debenture a Chargor holds an account other than an Account (and other than as disclosed in Schedule 5 hereto), it shall:

- (a) notify the Administrative Agent immediately; and
- (b) immediately on request by the Administrative Agent and at the cost of that Chargor execute and deliver to the Administrative Agent a charge in favour of the Administrative Agent of that account in any form which the Administrative Agent may require.

7.4.2 Where a Current Account is not maintained with the Administrative Agent, the relevant Chargor shall:

- (a) promptly after the execution of this Debenture, give notice substantially in the form set out in Schedule 6 (*Form of notice for accounts*) to the bank with which that Account is maintained; and
- (b) use all reasonable endeavours to procure that each bank served with a notice under paragraph (a) countersigns and returns it to the Administrative Agent within 14 days of the execution of this Debenture.

7.4.3 Unless a Default has occurred and is continuing and subject always to the Credit Agreement, each Chargor may receive, withdraw or transfer any credit balance on any Current Account.

From: Marks & Clerk

7.6 Shares and Investments

Each Chargor and the Parent covenants at all times during the Security Period:

- (a) If it forms or acquires any Subsidiary after the date of this Debenture, it shall notify the Administrative Agent immediately; and
- (b) as soon as any Shares or Investments are registered in, or transferred into the name of, that Chargor or the Parent, as the case may be, or held by or in the name of the Administrative Agent (and in any event as soon as the Administrative Agent so requests), it shall deposit with the Administrative Agent, in respect of or in connection with those Shares or Investments:
 - (i) all stock and share certificates and documents of or evidencing title;
 - (ii) signed undated transfers, completed in blank and, if the Administrative Agent so requires, pre-stamped; and
 - (iii) any other documents which the Administrative Agent may from time to time require for perfecting its title, or the title of any purchaser;

all of which will be held by the Administrative Agent at the expense and risk of the Chargor or the Parent, as the case may be.

7.6 Insurances

7.6.1 Each Chargor shall:

- (a) perform all its obligations under the Insurances in a diligent and timely manner;
- (b) promptly after the execution of this Debenture, or (as the case may be) promptly after the execution of any Insurance entered into after the date of this Debenture, give notice to the other parties to the Insurances substantially in the form set out in Schedule 4 (*Form of notice for Insurances*) and deliver to the Administrative Agent a copy of each notice; and
- (c) use all reasonable endeavours to procure that each party served with a notice under paragraph (b) above countersigns and returns it to the Administrative Agent within 14 days of the execution of this Debenture or in the case of Insurances entered into after the date of this Debenture, within 14 days of the date of the execution of the Insurance.

7.6.2 While no Default is continuing, the relevant Chargor may exercise all its rights in respect of the Insurances to which it is a party, including (subject to the Credit Agreement) receiving and exercising all rights relating to proceeds of those Insurances.

7.7 Intellectual Property Rights

- 7.7.1 Each Chargor shall promptly notify the Administrative Agent of its becoming the legal and/or beneficial owner of or of its acquisition of, or agreement to acquire, (by licence or otherwise) any Intellectual Property Rights, or its intention to make an application to register any Intellectual Property Rights;
- 7.7.2 Each Chargor shall promptly notify the Administrative Agent upon becoming aware of same of any actual, alleged, threatened or suspected infringement of any third party's Intellectual Property Rights;
- 7.7.3 Each Intellectual Property Chargor shall at all times during the Security Period promptly notify the Administrative Agent if it receives notification, or otherwise becomes aware, of:

- (a) any actual, alleged, threatened or suspected infringement of its Intellectual Property Rights;
- (b) any actual, alleged, threatened or suspected infringement of any third party's Intellectual Property Rights arising from the use of the Intellectual Property Chargor's Intellectual Property Rights; or
- (c) any actual, threatened or suspected cancellation or other legal action in respect of any of its Intellectual Property Rights.

7.8 Payments without deduction

The Parent and each Chargor covenants with the Secured Parties that all payments to be made by it under this Debenture shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

8 Negative covenants

The covenants in this Clause 8 remain in force from the date of this Debenture until the expiry of the Security Period.

8.1 Disposals

8.1.1 Neither the Parent nor the Chargors shall enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal.

8.1.2 Provided no Default is continuing, Clause 8.1.1 does not apply to a disposal in the ordinary course of the day-to-day trading activities of the Parent or a Chargor of any Security Asset which, at the time of that disposal, is subject to the floating charge created by it under this Debenture.

8.2 Negative pledge

Neither the Parent nor the Chargors shall create or permit to subsist any Security over any Security Asset except for Permitted Encumbrances.

8.3 Preservation of the Security Assets

No Chargor shall and the Parent (in respect of paragraphs (a) and (c)) shall not, without the prior written consent of the Administrative Agent:

- (a) enter into any onerous obligation or restriction affecting any Security Asset; or
- (b) in relation to any Land forming part of the Security Assets:
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it;
 - (ii) exercise any of the powers conferred by sections 89 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;
 - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
 - (iv) agree any rent review;

From: Marks & Clerk

- (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990;
- (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and each Chargor shall reimburse the Administrative Agent for its reasonable costs of lodging (aa) a caution against first registration of the title to that Land or (bb) if that Land is unregistered, a land charge);
- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title; or
- (c) take any Security in connection with its liability under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities.

B.4 Insurances

No Chargor shall, without the prior written consent of the Administrative Agent:

- (a) make or agree to make any material amendments to;
 - (b) waive any of its material rights under; or
 - (c) exercise any right to terminate,
- any of the Insurances.

B.5 Intellectual Property Rights

No Intellectual Property Chargor shall:

- (a) permit any of its registered Intellectual Property Rights to lapse for non-payment of any renewal or other fee necessary to maintain their registration and validity or allow any thing to be done or left undone the effect of which will, or may be to, imperil or prejudice any of its Intellectual Property Rights, their registration, subsistence, validity, reputation or integrity;
- (b) without the prior written consent of the Administrative Agent, assign, license, sub-license, sever, dispose of or otherwise part with control of any of its Intellectual Property Rights;
- (c) change the registration of any of its Intellectual Property Rights, or permit any disclaimer, condition, restriction or memorandum to be entered on the relevant Register the effect of which will or may be to detrimentally affect the value of its Intellectual Property Rights;
- (d) fail to continue to prosecute any application to register its Intellectual Property Rights or fail to take any steps necessary to ensure so far as possible that any application to register such Intellectual Property Rights accepted for registration by the relevant Registry; or
- (e) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Administrative Agent of any of its Intellectual Property Rights and/or the Security over any of its Intellectual Property Rights created by Clause 3.7 (*Intellectual Property Rights*).

8.6 Centre of Main Interests and establishment

8.7 Each Chargor shall maintain its centre of main interests in England and Wales for the purposes of Council Regulation (EC) No. 1346/2000 of 29 May 2000 on Insolvency Proceedings (the Regulation).

8.8 No Chargor shall open or maintain any establishment (as defined in Article 2(1) of the Regulation) in any member state of the European Community (a Member State) other than the United Kingdom or take any action or permit any action to be taken which may result in a court of any other Member State finding that that Chargor has an establishment in that other Member State.

9 Dividends and voting rights

9.1 Before Default

Until a Default occurs and is continuing:

- (a) the Parent shall not and no Chargor shall exercise any voting and other rights and powers attached to the Shares and Investments in a manner which the Administrative Agent considers may prejudice the interests of the Secured Parties under the Credit Documents; and
- (b) promptly following receipt, the Parent and each Chargor shall forward to the Administrative Agent copies of all notices, documents and other communications received in connection with the Shares and Investments.

9.2 After Default

After a Default occurs that is continuing each Chargor and the Parent, as the case may be, shall promptly pay over to the Administrative Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Administrative Agent may direct.

9.3 Other obligations in respect of Shares and Investments

The Parent and each Chargor shall:

- (a) promptly copy to the Administrative Agent, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments; and
- (b) comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would adversely affect the interests of the Secured Parties.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by the Parent or a Chargor under this Debenture shall become enforceable:

- (a) on the occurrence of an Event of Default which is continuing;

- (b) if the Administrative Agent so requires in order to protect the interests of the Secured Parties; or
- (c) if the Parent or any Chargor so requests.

10.2 Powers on enforcement

At any time after the Security created by the Parent or a Chargor under this Debenture has become enforceable, the Administrative Agent may (without prejudice to any other of its rights and remedies and without notice to the Parent or the Chargor) do all or any of the following:

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Administrative Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of the Parent or any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2(a) (*Powers on enforcement*), the Administrative Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

10.4.1 The Administrative Agent or any Receiver shall apply moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in the following order:

- (a) first, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Administrative Agent and any Receiver under this Debenture or which are incidental to any Receiver's appointment, together with Default Interest (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- (b) second, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Administrative Agent and any Receiver;
- (c) third, in or towards the discharge of all liabilities having priority to the Secured Liabilities;
- (d) fourth, in or towards the discharge of the Secured Liabilities in accordance with the Credit Agreement; and
- (e) fifth, in the payment of any surplus to the Parent or the relevant Chargor or other person entitled to it.

And section 109(8) of the Act shall not apply.

10.4.2 The Chargors shall hold on trust for the Administrative Agent all moneys received by virtue of the Insurances and, at the option of the Administrative Agent, the Chargors shall apply those moneys:

- (a) in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor); or
- (b) (except in the case of leasehold premises) in reduction of the Secured Liabilities.

10.4.3 Clause 10.4.1 will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

Every appointment or removal of a Receiver, of any delegate or of any other person by the Administrative Agent pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Administrative Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Administrative Agent under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

11.4 Receiver as agent

Every Receiver shall be the agent of the Parent or the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Administrative Agent, and the maximum rate specified in section 109(8) of the Act shall not apply.

12 Protection of purchasers

No purchaser or other person dealing with the Administrative Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Administrative Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Administrative Agent, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers**13.1 Exclusion of liability**

None of the Administrative Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 18 (*Currency*); or
- (d) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

13.2.1 The Parent and each Chargor shall indemnify the Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture; and
- (e) any breach by the Parent or that Chargor of any of its covenants or other obligations to the Administrative Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2.2 The Parent and each Chargor shall pay Default Interest on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

13.3 Indemnity out of the Security Assets

The Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

14 Preservation of Security

14.1 Reinstatement

If any payment by the Parent or a Chargor or discharge given by the Administrative Agent (whether in respect of the obligations of any Loan Party or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liability of the Parent and the Chargor and the Security created by the Parent and the Chargor under this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from the Parent or the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

14.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of the Parent or any Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Administrative Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Loan Party or other person;
- (b) the release of any Loan Party or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Loan Party or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Credit Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Credit Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

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To: 0014163651719

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14.3 Immediate recourse

The Parent and each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Parent or the Chargors under this Debenture. This waiver applies irrespective of any law or any provision of a Credit Document to the contrary.

14.4 Appropriations

During the Security Period each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 10.4.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and neither the Parent nor any Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Parent or any Chargor or on account of the Secured Liabilities.

14.5 Deferral of Chargor's rights

During the Security Period and unless the Administrative Agent otherwise directs, neither the Parent nor any Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture:

- (a) to receive or claim payment from, or be indemnified by a Loan Party;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Loan Party's obligations under the Credit Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Credit Document or of any guarantee or Security taken pursuant to, or in connection with, the Credit Documents by any Secured Party;
- (d) to exercise any right of set-off against any Loan Party; and/or
- (e) to claim or prove as a creditor of any Loan Party in competition with any Secured Party.

14.6 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

14.7 New accounts

If any Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with the Borrower and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the Borrower to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of the Borrower; and

- (b) shall not operate to reduce the Secured Liabilities at the time when the Secured Party received or was deemed to have received such notice.

15 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Administrative Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrower on the terms and subject to the conditions of the Credit Documents.

16 Further assurance

16.1 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate (or by the proprietor of any registered charge) is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [date of Debenture] in favour of Royal Bank of Canada (as administrative agent for the Secured Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of Royal Bank of Canada (Form P)"; and

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Credit Documents.

16.2 Further action

The Parent and each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Administrative Agent may require in order to:

- (a) give effect to the requirements of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Parent or any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Administrative Agent, any Receiver or any administrator in connection with all or any of the Security Assets.

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Administrative Agent of the Book Debts in any manner reasonably required by the Administrative Agent.

16.3 Deposit of documents

The Parent and each Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Administrative Agent so requests), it shall deposit with the Administrative Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title;
- (b) in respect of Shares and Investments mortgaged under Clause 3.2 (*Shares*) and 3.3 (*Investments*) respectively, signed undated transfers, completed in blank and, if the Administrative Agent so requires, pre-stamped; and
- (c) any other documents which the Administrative Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Administrative Agent at the expense and risk of the Parent and the Chargors.

16.4 Registration of Security over Intellectual Property Rights

16.4.1 Each Intellectual Property Chargor shall:

- (a) within fifteen Business Days of the date of this Debenture, apply to the Comptroller-General of Patents, Designs and Trade Marks to register the charge created by Clause 3.7 (*Intellectual Property Rights*) in the United Kingdom pursuant to the provisions of section 25 of the Trade Marks Act 1994, section 32 of the Patents Act 1977, section 17 of the Registered Designs Act 1949 and such corresponding or other provisions relating to the registration of security interests in any registered Intellectual Property Rights wherever in the world they may be registered from time to time; and
- (b) pay all fees necessary to make the registrations required to be made under paragraph (a) before the latest time provided for payment.

16.4.2 Each Intellectual Property Chargor acknowledges the right of the Administrative Agent, or any duly authorised agent of the Administrative Agent, to apply to the Comptroller-General of Patents, Designs in the United Kingdom and Trade Marks to register the charge created by Clause 3.7 (*Intellectual Property Rights*) pursuant to the provisions of section 25 of the Trade Marks Act 1994, section 32 of the Patents Act 1977, section 17 of the Registered Designs Act 1949 and such corresponding or other provisions relating to the registration of security interests in any registered Intellectual Property Rights wherever in the world they may be registered from time to time on or after any failure by the relevant Chargor to register the charge pursuant to Clause 16.4.1(a).

16.5 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 16.

17 Power of attorney

The Parent and each Chargor irrevocably and by way of security appoints each of:

- (a) the Administrative Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Administrative Agent; and
- (c) any Receiver,

severally as the Parent or the relevant Chargor's attorney, in the Parent's or the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of a Default that is continuing or following the failure by the Parent or that Chargor to comply with a request from the Administrative Agent, to take any action and sign or execute any further documents which the Parent or the Chargor is required to take, sign or execute in accordance with this Debenture (including to execute charges over,

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transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Security Assets). The Parent and the Chargors agree, promptly on the request of the Administrative Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

18 Currency

18.1 The Spot Rate

In this Clause 18, the **Spot Rate** means, in relation to the Administrative Agent or any other Secured Party, the spot rate of exchange of that Secured Party for the purchase of any currency with any other currency in the London foreign exchange market.

18.2 Conversion of moneys received

The Administrative Agent or any other Secured Party may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 18.2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

18.3 Hedging

If the Parent or any Chargor fails to pay any sum under this Debenture on the due date, the Administrative Agent or any other Secured Party may, without notice to the Chargor, purchase at the Spot Rate any currency which that Secured Party considers necessary or desirable to cover the liabilities of the Parent or the Chargor to pay that sum.

19 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Administrative Agent shall, or shall procure that its appointees will, at the request and cost of the Parent and the Chargors:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the Parent or that relevant Chargor those Security Assets that have been assigned to the Administrative Agent under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

20 Costs and expenses

20.1 Transaction expenses

The Parent and the Chargors shall promptly on demand pay the Administrative Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Debenture.

20.2 Amendment costs

If the Parent or any Chargor requests an amendment, waiver, consent or release of or in relation to this Debenture, the Parent or the Chargor shall, within three Business Days of demand, reimburse the Administrative Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

20.9 Enforcement costs

The Parent and the Chargers shall, within three Business Days of demand, pay to the Administrative Agent or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Administrative Agent or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Debenture or the investigation of any possible Default.

21 Additional Chargers

21.1 Delivery of Security Accession Deed

21.1.1 The Parent may request that any Subsidiary (the New Charger) becomes a Charger.

21.1.2 The New Charger shall become a Charger if:

- (a) the Parent and the New Charger deliver to the Administrative Agent a duly completed and executed Security Accession Deed; and
- (b) the Parent confirms that no Default is continuing or would occur as a result of the New Charger becoming a Charger.

21.2 Repetition of representations

Delivery of a Security Accession Deed constitutes confirmation by the New Charger that the representations and warranties made by it are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

22 Notices

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 in accordance with Clause 12.01 (Notices) of the Credit Agreement.

23 Calculations and certificates

23.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Administrative Agent or any other Secured Party are *prima facie* evidence of the matters to which they relate.

23.2 Certificates and determinations

Any certification or determination by the Administrative Agent or any other Secured Party of a rate or amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

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25 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

26 Non-conflict with Credit Agreement

If any provision of this Debenture conflicts with a provision of the Credit Agreement, the Credit Agreement shall prevail and compliance with that provision in the Credit Agreement shall be deemed compliance with the relevant provision of this Debenture provided that if the terms of any provision of this Debenture impose obligations on any Loan Party in excess of the corresponding provision in the Credit Agreement, those obligations in this Debenture must be complied with.

27 Amendments and waivers

Any term of this Debenture may be amended or waived only with the written consent of the Parent, the Chargers and the Administrative Agent.

28 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.

29 Governing law and enforcement

29.1 Governing law

This Debenture is governed by English law.

29.2 Jurisdiction

29.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

29.2.2 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.

29.2.3 This Clause 29.2 is for the benefit of the Administrative Agent and the other Secured Parties only. As a result, neither the Administrative Agent nor any other Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Administrative Agent and the other Secured Parties may take concurrent proceedings in any number of jurisdictions.

29.3 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Parent and each Charger:

- (a) Irrevocably appoints Vanguard Response Systems (UK) Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture; and

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(b) agrees that failure by a process agent to notify the Parent and that Chargor of the process will not invalidate the proceedings concerned.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

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Schedule 1 - Original Chargers

Name of Charger	Registered number (or equivalent, if any)	Notice details
Vanguard Response Systems (UK) Limited	05195458	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
P W Allen Holdings Limited	03782071	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
Allen-Vanguard Ltd	01230899	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
Hazard Management Solutions Limited	03906725	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace

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Schedule 2 - Land charged by way of legal mortgage

Address of Leasehold Property	Tenant	Landlord
Units 25-27, Shrivenham Hundred Business Park, Majors Road Watchfield, Oxon, UK	Hazard Management Solutions Limited	Denton and Gibson Limited
Ground Floor, Unit 88, Shrivenham Hundred Business Park, Majors Road, Watchfield, Oxon, UK	Hazard Management Solutions Limited	Denton and Gibson Limited
Units 100 A & B, Ashchurch Business Centre Tewkesbury, Gloucestershire, UK	Allen- Vanguard Ltd	Ashville (Tewkesbury) Limited
Unit 700, Ashchurch Business Centre Tewkesbury, Gloucestershire, UK	Allen- Vanguard Ltd	Ashville Securities Limited
Unit 800, Ashchurch Business Centre Tewkesbury, Gloucestershire, UK	Allen- Vanguard Ltd	Ashville Securities Limited
Unit 1, The Byres, Wicklesham Farm, Farrington, Oxfordshire, UK	Hazard Management Solutions Limited	Wicklesham Commercial Properties Limited

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Schedule 3 - Shares

No.	Name of Chargor or Parent	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
1	Allen-Vanguard Corporation	Vanguard Response Systems (UK) Limited	8,027,001 Ordinary shares of £1.00 each	None
2	Vanguard Response Systems (UK) Limited	Hazard Management Solutions Limited	1,000,000 Ordinary shares of £0.0003 each; and 300 A Ordinary shares of £0.0003 each	None
3	Hazard Management Solutions Limited	Hazard Management Solutions Inc	5,000 Common shares of \$0.001 per share	None
4	Vanguard Response Systems (UK) Limited	P W Allen Holdings Limited	150,000 A Ordinary shares of £1.00 each; and 3 B Ordinary shares of £1.00 each	None
5	P W Allen Holdings Limited	Allen-Vanguard Ltd	2 B Ordinary shares of £1.00 each; and 100 A Ordinary shares of £1.00 each	None
6	P W Allen Holdings Limited	P.W. Allen Company Limited	1,000 Ordinary shares of £1.00 each	None

From: Marks & Clerk

To: 0014163651719

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Schedule 4 – Form of notice for Insurances

To: ["*] [*insert name and address of Insurance company*]
Attention: ["*]
Date: ["*]

Dear Sirs

Notice of assignment

- 1 We refer to the ["*] [*specify the relevant Insurance policy*] dated ["*] between us and you (the **Policy**)
- 2 We notify you that:
 - (a) under a debenture dated ["*] April 2008 between, among others, us and Royal Bank of Canada (the **Administrative Agent**) we have assigned to the **Administrative Agent** for the benefit of itself and certain other banks and financial institutions (together with the **Administrative Agent**, the **Secured Parties**) all our right, title and interest in and to, and all benefits accruing under, the **Policy** as security for certain obligations owed to the **Secured Parties**;
 - (b) we may not agree to amend or terminate the **Policy** without the prior written consent of the **Administrative Agent**;
 - (c) until you receive written notice to the contrary from the **Administrative Agent**, you may continue to deal with us in relation to the **Policy** and credit all moneys to which we are entitled under the **Policy** to the following account in our name: ["*] [*insert details of account*]. After receipt we will cease to have any right to deal with you in relation to the **Policy** and from that time you should deal only with the **Administrative Agent**; and
 - (d) you are authorised to disclose information relating to the **Policy** to the **Administrative Agent** on request.
- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the **Policy** are credited to the account of the **Administrative Agent** specified in that notice (and are not paid to us);
 - (b) note on the **Policy** the **Administrative Agent's** security interest under the **Debenture**; and
 - (c) give the **Administrative Agent** not less than 30 day's written notice of your giving notice to terminate the **Policy** or allowing the **Policy** to lapse.
- 4 Please sign and return the enclosed copy of this notice to the **Administrative Agent** (with a copy to the **Chargor**) to confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions;
 - (b) have not received notice that the **Chargor** has assigned its rights under the **Policy** to a third party or created any other interest (whether by way of security or otherwise) in the **Policy** in favour of a third party; and

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(c) 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 Policy.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Chargor]

Copy to: Administrative Agent

[On acknowledgement copy]

To: Royal Bank of Canada
12th Floor, South Tower
Royal Bank Plaza
200 Bay Street
Toronto, Ontario
M5J 2W7

Attention: Manager, Agency Services

Copy to: Allen-Vanguard Corporation
5455 Canotek Road
Ottawa
Ontario
K1J 9M3
(on behalf of all the Chargors)

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

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

Date: [**]

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From: Marks & Clerk

To: 0014163651719

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Schedule 5 – Accounts

Part 1 – Current Accounts

Name of Chargor	Account bank	Sort code	Account number
Allen-Vanguard Ltd	Bank of Scotland	12-05-65	00105503
		12-05-65	08024616
		12-05-65	08068306
Vanguard Response Systems (UK) Limited	Bank of Scotland	12-05-65	08033686
Hazard Management Solutions Limited	HSBC	40-35-36	13662942
		40-35-36	21226045
		40-35-36	93669000
		40-05-15	67563607
		40-05-15	58976678
	N/A	201060578	

Part 2 – Letter of Credit Collateral Accounts

Allen-Vanguard Ltd	National Westminster Bank Plc	55-91-38	25106481
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To: 0014163651719

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Schedule 6 – Form of notice for accounts

To: ["*] [*insert name and address of account bank*]
Attention: ["*]
Date: ["*]

Dear Sirs

Notice of assignment

- 1 We refer to the accounts specified in the Schedule to this notice (the **Accounts**).
- 2 We notify you that:
 - (a) under a debenture dated ["*] April 2008 between, among others, us and Royal Bank of Canada (the **Administrative Agent**) we have charged in favour of the Administrative Agent for the benefit of itself and certain other banks and financial institutions (together with the Administrative Agent, the **Secured Parties**):
 - (i) all amounts from time to time standing to the credit of the Accounts and to any other accounts from time to time maintained with you by us or to which we are beneficially entitled (together the **Charged Accounts**); and
 - (ii) all interest (if any) arising in respect of those amounts;
 - (b) there is a prohibition in the Debenture on the creation of any further security interest over the **Charged Accounts**; and
 - (c) you are authorised to disclose information relating to us and the **Charged Accounts** to the Administrative Agent on request.
- 3 We irrevocably authorise and instruct you to:
 - (a) hold all moneys from time to time standing to the credit of the **Charged Accounts** to the order of the Administrative Agent;
 - (b) pay all or any part of those moneys to the Administrative Agent (or as it may direct) promptly following receipt of written instructions from the Administrative Agent to that effect; and
 - (c) disclose to the Administrative Agent any information relating to us and the **Charged Accounts** which the Administrative Agent may from time to time request you to provide.
- 4 Please sign and return the enclosed copy of this notice to the Administrative Agent (with a copy to the **Chargor**) to confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions;
 - (b) have not received notice that we have assigned our rights to the moneys standing to the credit of the **Charged Accounts** or otherwise granted any security or other interest over those moneys in favour of any third party;

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- (c) will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the moneys 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 Administrative Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Charged Accounts.
- (e) you will not agree to close any Charged Account without the consent of the Administrative Agent.

5 By counter-signing this notice the Administrative Agent confirms that the we may make withdrawals from the Charged Accounts until such time as the Administrative Agent shall notify you (with a copy to us) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Administrative Agent in its absolute discretion at any time.

6 The provisions of this notice are governed by English law.

Schedule

Name of Chargor	Account number	Sort code
[**]	[**]	[**]
[**]	[**]	[**]

Yours faithfully,

.....
for and on behalf of
[Insert name of Chargor]

Counter-signed by

.....
for and on behalf of
Royal Bank of Canada

[On acknowledgement copy]

To: Royal Bank of Canada
12th Floor, South Tower
Royal Bank Plaza
200 Bay Street
Toronto, Ontario
M5J 2W7

From: Marks & Clerk

To: 0014163651719

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Attention: Manager, Agency Services

Copy to: Allen-Vanguard Corporation
5459 Canotak Road
Ottawa
Ontario
K1J 9M3
(on behalf of all the Chargers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....
for and on behalf of
[insert name of account bank]

Date: [**]

Schedule 7 - Intellectual Property Rights

Part 1 - Trade Marks

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	United Kingdom	ALLEN	2236075	14.06.2000	11.04.2003	
Allen-Vanguard Ltd	United Kingdom	BombTec	2313341	16.10.2002	29.06.2003	
Allen-Vanguard Ltd	Europe	CY-SCOPE	2988962 (Archived)	23.12.2002		
Allen-Vanguard Ltd	United Kingdom	CY-SCOPE	2305263	13.07.2002	23.05.2003	
Allen-Vanguard Ltd	United Kingdom	HAL	2236049	14.06.2000	29.06.2001	
Allen-Vanguard Ltd	Europe	MICROWIPER	2236299	28.05.2001	18.07.2002	
Allen-Vanguard Ltd	Europe	SWATBOT	5577978	21.12.2006		
Allen-Vanguard Ltd	United Kingdom	MICROWIPER	2271060	25.05.2001	29.09.2003	
Allen-Vanguard Ltd	United Kingdom	MOTORSCOPE	1563876	13.04.1994	09.06.1995	
Allen-Vanguard Ltd	Europe	OMNISEAL	3212222	06.04.2003	07.12.2004	
Allen-Vanguard Ltd	Europe	SEARCHTEC	3212271	06.04.2003	Mark Refused	
Allen-Vanguard Ltd	Europe	SKM	1704329	10.12.2001	10.12.2001	
Allen-Vanguard Ltd	United Kingdom	SKM	2285588	14.08.2000	15.12.2000	
Allen-Vanguard Ltd	Europe	TARANIS	3812971	16.09.2005	16.09.2005	

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Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	United Kingdom	TARANIS	2366443	20.02.2004	30.07.2004	
Allen-Vanguard Ltd	Europe	SWATBOT	5677878	21.12.2006	Awaiting Registration	
Allen-Vanguard Ltd	USA	SWATBOT	Serial number 770689,560	21.12.2006		
Allen-Vanguard Ltd	USA	SKM	3030952		20.12.2006	
Allen-Vanguard Ltd	USA	TARANIS	3198016		16.01.2007	
Allen-Vanguard Ltd	USA	MICROVIPER	APPLN. NO. 78095193	27.11.2001 Statement of use pending PTO approval of specimens		
Allen-Vanguard Ltd	USA	ONMISEAL	3351923	9.10.2003	11.12.2007	
Allen-Vanguard Ltd	USA	SEARCHTEC	780328193	14.11.2003		
Allen-Vanguard Ltd	USA	HAL	3294375	Suspended 13.11.2007		
Allen-Vanguard Ltd	USA	BombTac	78160877		1.11.2002	
Allen-Vanguard Ltd	USA		Statement of use pending PTO approval of specimens			

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Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	Australia	MICROVIPER	895397		19.11.2001	
Allen-Vanguard Ltd	Japan	MICROVIPER	4582980		5.07.2002	
Allen-Vanguard Ltd	Canada	BombTec	TMA628508		16.12.2004	
Allen-Vanguard Ltd	Canada	TARANIS	TMA 702473			
Allen-Vanguard Ltd	Canada	HAL	TMA586620		5.08.2003	
Allen-Vanguard Ltd	Canada	SKM	TMA586328		31.07.2003	

Part 2 - Trade Mark Applications

None

Part 3 - Patents

Company	Country	Patent	Status

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Company	Country	Patent	Status
Allen-Vanguard Ltd	Canada	Device For Breaking Glass	Patent Application CA 2466123 Pending PCT Publication Date 2003-05-22 National Entry 2004-05-05 Filed 21 October 2002
Allen-Vanguard Ltd	Europe	Device For Breaking Glass	Waiting for Examination Report 02770122.6 Publication number: HU0402021 Publication date: 2005-01-28 Filed Nov 4 2002 or 28 October 2002 or 28 / 10 / 2002?
Allen-Vanguard Ltd	Patent Co-Operation Treaty	Remotely Operated Machine With Manipulator Arm	Publication Number: WO/2007/054703 International Application No.: PCT/GB2006/004188 Publication Date: 18.05.2007 International Filing Date: 10.11.2006
Allen-Vanguard Ltd	Patent Co-Operation Treaty	Inspection/Detection Device Particularly For Use Under A Vehicle	Publication Number: WO/2005/012054 International Application No.: PCT/GB2004/000256

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Company	Country	Patent	Status
Allen-Vanguard Ltd	United Kingdom	Inspection/Deflection Device Particularly For Use Under A Vehicle	Publication Date: 10.02.2005 International Filing Date: 27.07.2004 GB 0317927.4 July 28 2009 Publication info: WO2005012054 - 2005-02-10
Allen-Vanguard Ltd	USA	Method Of Examining Potential Cellular Abnormalities	United States Patent Application 20030153812 10/324529 Issued 8/21/2007 Filed November 4 2002

Part 4 - Industrial Designs

Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	Canada	Breaking Device, principally for use in breaking a vehicle window	Registration No.: 99732 Date of Registration: 2003-07-14 Filing Date: 2002-06-14

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Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	United Kingdom	Breaking device, principally for use in breaking a vehicle window	Registration no. 3000111 Reg Date 14 Dec 2001 Grant Date 15 Jan 2001
Allen-Vanguard Ltd	Germany	Breaking device, principally for use in breaking a vehicle window	Granted 25 November 2002 No. 40204654.4
Allen-Vanguard Ltd	UK	Chassis with Mirror, for an under vehicle inspection device	Registration no. 3014989 Reg date 31 Oct 2003 Grant date 18 Nov 2003
Allen-Vanguard Ltd	USA	Chassis with Mirror, for an under vehicle inspection device	D549,422 Publication date August 21 2007 Filed on Apr. 27, 2004, as Appl. No. 29/204,369
Allen-Vanguard Ltd	Canada	Trolley Mirror	Application no. 106713 Filing Date 27/04/2004
Allen-Vanguard Ltd	PCT Europe	Trolley Mirror Inspection Mirrors	EP Registered no. 000172846-0001 Appln no. 000172846 Filing date / registration date: 28 April 2004

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Part 5 - Domain Names

Registrant	Domain name	Created / Registered	Expires on / renewal
Allen-Vanguard Ltd	allen-vanguard.com	10-Aug-2004	10-Aug-2008
Allen-Vanguard Ltd	allen-vanguard.co.uk	10-Aug-2004	10-Aug-2008
Allen-Vanguard Ltd	microvipet.co.uk	05-Jul-2001	05-Jul-2009
Allen-Vanguard Ltd	microvipetcsi.com	2002-12-19	2009-12-19
Allen-Vanguard Ltd	microvipet.com	2001-07-05	2009-07-05

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Schedule 8 – Form of Security Accession Deed

Security Accession Deed

Dated

Between

- (1) [**] Ltd, a company incorporated under the laws of [**] with registered number [**] (the New Chargor);
- (2) Allen-Vanguard Corporation a corporation incorporated under the laws of the Province of Ontario, Canada having its registered office at 545B Canotek Road, Ottawa, Ontario, K1J 9M3, Canada (the Parent) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) Royal Bank of Canada as agent and trustee for itself and the Secured Parties (the Administrative Agent).

Recitals

This deed is supplemental to a debenture dated [**] April 2008 between, among others, the Parent, the Chargors named in it and the Administrative Agent (as supplemented and amended from time to time, the Debenture).

This deed witnesses

1 Definitions and Interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (Construction) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 Accession of New Chargor

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.

3 Creation of Security

The New Chargor mortgages, charges and assigns to the Administrative Agent all its business, undertaking and assets on the terms of clause 3 (Creation of Security) of the Debenture provided that:

- (a) the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (Land);

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- (b) the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*);
- (c) the Accounts charged by way of fixed charge shall include those set out in Schedule 3 (*Accounts*); [and]
- (d) [the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 4 (*Assigned Agreements*); and
- (e) the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in Schedule 5 (*Insurances*).

4 Consent of existing Chargers

The existing Chargers 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.

5 Notices

The New Charger confirms that its address details for notices in relation to clause 22 (*Notices*) of the Debenture are as follows:

Address: [**]
 Attention: [**]
 Fax: [**]

6 Law

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1 – Land

Schedule 2 – Shares

Schedule 3 – Accounts

Schedule 4 – Assigned Agreements

Schedule 5 – Insurances

From: Marks & Clerk

To: 0014163651719

23/05/2008 15:07

#990 P.050/052

Signatories to Security Accession Deed

New Chargor

Executed as a deed by
[**] [New Chargor]
acting by two Directors or
one Director and its Secretary)

Director

Director/Secretary

Executed as a deed by
Allen-Vanguard Corporation)
and signed by)

being a person who in accordance)
with the laws of the province of)
Ontario, Canada are acting under the)
authority of the company)

Administrative Agent

Executed as a deed by)
Royal Bank of Canada as)
Administrative Agent and signed by)

being a person(s) who in accordance)
with the laws of the province of)
Ontario, Canada is (are) acting under)
the authority of the company)

From: Marks & Clerk

To: 0014163651719

23/05/2008 15:08

#990 P.051/052

Signatories to Debenture

Executed as a deed by
Allen-Vanguard Corporation
and signed by

being a person who in accordance
with the laws of the province of
Ontario, Canada are acting under the
authority of the company

Executed as a deed by
Vanguard Response Systems (UK)
Limited acting by two Directors or
one Director and its Secretary

Director
Director/Secretary

Executed as a deed by
PW Allen Holdings Limited
acting by two Directors or
one Director and its Secretary

Director
Director/Secretary

Executed as a deed by
Allen-Vanguard Ltd
acting by two Directors or
one Director and its Secretary

Director
Director/Secretary

Executed as a deed by
Hazard Management Solutions
Limited
acting by two Directors or
one Director and its Secretary

Director
Director/Secretary

From: Marks & Clerk

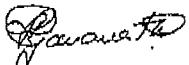
To: 0014163651719

23/05/2008 15:08

#990 P.052/052

Executed as a deed by
Royal Bank of Canada as
Administrative Agent and signed by

being a person(s) who in accordance
with the laws of the province of
Ontario, Canada is (are) acting under
the authority of the company

) 
)
)
) **ROBERT GOSWAMI**
) **MANAGER, L.L.P.**
)
)
)
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