

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gemfields plc		05/30/2017	Public Limited Company: UNITED KINGDOM
Faberge (UK) Limited		05/30/2017	Private Limited Company: UNITED KINGDOM
Faberge Limited		05/30/2017	Limited Company: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	GB Europe Management Services Limited, as Security Trustee
Street Address:	13 Hanover Square, Third Floor
City:	London, W1S 1HN
State/Country:	UNITED KINGDOM
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4212213	CARL FABERGÉ AWARD
Registration Number:	3748105	DIAMONDS OF THE TSARS
Registration Number:	2036068	FABERGE
Registration Number:	2099856	FABERGE
Registration Number:	2200399	FABERGE
Registration Number:	2540770	FABERGE
Registration Number:	1071787	FABERGE
Registration Number:	4452799	FABERGE EGG
Registration Number:	4366312	FABERGE MUSEUM
Registration Number:	0425554	FABERGE
Registration Number:	4303126	FABERGE STYLE
Registration Number:	3871862	WORKMASTER
Registration Number:	5070856	FABERGE THE ART OF COLOUR
Registration Number:	4332290	FROM RUSSIA WITH LOVE
Serial Number:	87127310	FABERGE HERITAGE

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Property Type	Number	Word Mark
Serial Number:	86875487	FABERGE THE ARTIST JEWELLER
Serial Number:	87168125	FROM RUSSIA WITH LOVE
Serial Number:	87194035	SAY YES IN COLOUR
Serial Number:	87072758	THE THREE COLOURS OF LOVE

CORRESPONDENCE DATA

Fax Number: 4153939887

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415.954.0200

Email: trademark@squirepb.com

Correspondent Name: Allyson M. Madrid

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Address Line 2: 275 Battery Street, Suite 2600

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 800002.02420

NAME OF SUBMITTER: Allyson M. Madrid

SIGNATURE: /Allyson M. Madrid/

DATE SIGNED: 06/19/2017

Total Attachments: 138

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DATED *30 may* 2017

THE COMPANIES LISTED IN SCHEDULE 1 (1)
as Original Companies

GB EUROPE MANAGEMENT SERVICES LIMITED (2)
as Security Trustee

DEBENTURE

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH
United Kingdom
DX 136546 Bishopsgate 2

O +44 20 7655 1000
F +44 20 7655 1001

Reference GBE.011-0007

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DATE OF DEBENTURE

30 may 2017

PARTIES

- (1) **THE COMPANIES** listed in Schedule 1 (*The Original Companies*) (the "**Original Companies**" and each an "**Original Company**"); and
- (2) **GB EUROPE MANAGEMENT SERVICES LIMITED** as trustee for the Secured Parties (the "**Security Trustee**", which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties).

INTRODUCTION

- A The Lenders are willing to make certain loan facilities available to the Borrower on the terms and subject to the conditions set out in the Facility Agreement.
- B It is a condition precedent to the making of the Loan under the Facility Agreement that the Original Companies shall have executed and delivered this Debenture.
- C The Board of Directors of each Company is satisfied that the relevant Company is entering into this Debenture for the purposes of its business and that its doing so benefits that Company.
- D The Security Trustee and each Company intend this Debenture to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.
- E The Security Trustee holds the Security and the benefit of this Debenture on trust for itself and the other Secured Parties on the terms of this Debenture and the Subordination Deed.

IT IS AGREED THAT:

1 INTERPRETATION

1.1 Definitions

In this Debenture the following terms have the meanings given to them in this Clause.

"Account" means any account now or in the future opened or maintained by any of the Companies with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights.

"Acknowledgement" means a duly completed acknowledgement of assignment in the form set out in the relevant Part of Schedule 3 (*Forms of Notice and Acknowledgement of Assignment*) being:

- (a) Part 1B in the case of Insurances;

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- (b) Part 2B in the case of Assigned Accounts; and
 - (c) Part 3B in the case of Material Contracts,
- or in such other form as may be approved by the Security Trustee.

"Assigned Account" means:

- (a) each Account identified in Part 5 of Schedule 2 (*Details of Certain Assets*) or in the Schedule to any Debenture Accession Deed; and
- (b) any other Account designated in writing as an Assigned Account by the Security Trustee.

"Charged Accounts" means:

- (a) each Collateral Account;
- (b) each Account maintained by a Company with the Security Trustee identified in Part 6 of Schedule 2 (*Details of Certain Assets*) or in the Schedule to any Debenture Accession Deed; and
- (c) any other Account maintained by a Company with the Security Trustee or otherwise designated in writing as a Charged Account by the Security Trustee.

"Collateral Account" means any Account that may from time to time be opened by any Company with the Security Trustee pursuant to Clause 9.1(a)(iii) (*Accounts General*).

"Company" means each Original Company and each other company which becomes a party to this Debenture pursuant to a Debenture Accession Deed.

"Companies' Agent" means Gemfields plc (company number 05129023), appointed to act on behalf of each Company in relation to this Debenture pursuant to Clause 28.4 (*Companies' Agent*).

"Debenture Accession Deed" means a deed substantially in the form set out in Schedule 4 (*Form of Debenture Accession Deed*) with such amendments as the Security Trustee may approve or reasonably require.

"Default Rate" means the rate specified in Clause 11.3 (*Default interest*) of the Facility Agreement.

"Encumbrance" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Facility Agreement" means the syndicated facility agreement dated on or about the date of this Debenture and made between, amongst others, Gemfields plc as Parent, Gordon Brothers Finance Company as Agent, the Security Trustee and the financial and other institutions party thereto as lenders, as varied, amended or restated from time to time.

"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of any Company or (to the extent of such interest) in which any Company has an interest (excluding the benefit of third party liability insurance in respect of public liability, company directors and/or officers).

"Investments" means:

- (a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever; and
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,

in each case whether held directly by or to the order of any Company or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person).

"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Material Contracts" means (i) the contracts (if any) detailed in Schedule 2 (*Details of Certain Assets*), (ii) the contracts detailed in the Schedule to any Debenture Accession Deed (if any) and (iii) any other contract from time to time designated in writing as a Material Contract by the Security Trustee.

"Notice of Assignment" means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 3 (*Forms of Notice and Acknowledgement of Assignment*) being:

- (a) Part 1A, in the case of Insurances;
- (b) Part 2A, in the case of Assigned Accounts; and
- (c) Part 3A, in the case of Material Contracts,

or in such other form as may be approved by the Security Trustee.

"Real Property" means:

- (a) any freehold, leasehold or immovable property and all rights, easements and privileges from time to time attached thereto; and
- (b) any buildings, Fixtures from time to time situated on or forming part of that freehold, leasehold or immovable property,

except for the lease dated 30 November 2016 between the Crown Estate Commissioners on behalf of Her Majesty the Queen as the landlord and the Parent as tenant.

"Receiver" means a receiver and manager or any other receiver (whether appointed pursuant to this Debenture or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver.

"Registered Intellectual Property" means patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of all or any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies, proceeds or income paid or payable in respect of that asset.

"Secured Assets" means all of the assets, rights, title, interests and benefits of the Companies from time to time subject to the Security.

"Secured Obligations" means all present and future Liabilities of the Companies to the Secured Parties (or any of them) under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever).

"Secured Parties" means each of the Finance Parties, any Delegate and any Receiver.

"Secured Real Property" means all of the Real Property from time to time subject to the Security.

"Security" means the security created or intended to be created by this Debenture or any Debenture Accession Deed, as the case may be.

"Security Period" means the period beginning on the date of this Debenture and ending on the date upon which the Security Trustee is satisfied that:

- (a) none of the Secured Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to any Obligor under any of the Finance Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Shares" means the shares identified in Schedule 2 (*Details of Certain Assets*) (if any) (or in the Schedule to any Debenture Accession Deed) and all other shares in

the capital of any member of the Group now or in the future legally or beneficially owned by any Company and/or any nominee on its behalf.

1.2 Defined Terms

Unless this Debenture provides otherwise or the context otherwise requires, a term which is defined (or expressed to be subject to a particular construction) in the Facility Agreement shall have the same meaning (or be subject to the same construction) in this Debenture, provided that in the event that the Facility Agreement is terminated, all such defined terms contained in the Facility Agreement immediately prior to its termination shall be deemed to be included in this Agreement as if set forth herein.

1.3 Incorporation of Terms

The terms of the Finance Documents and any side letters between the Companies and the Finance Parties are incorporated into this Debenture to the extent required for any purported disposition contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Certificates

Any certification or determination by a Secured Party of a rate or amount of any Secured Obligation owed to it shall be, in the absence of manifest error, conclusive evidence of the existence and amount of such Secured Obligation.

1.5 Implied Covenants

In accordance with Rule 68 of the Land Registration Rules 2003:

- (a) the covenants set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to Clauses 3 (*Fixed Charges*), 4 (*Assignments*) and 5 (*Floating Charge*) (and to the corresponding clauses in any Debenture Accession Deed) save for the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about";
- (b) the covenants set out in Section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to Clauses 3 (*Fixed Charges*), 4 (*Assignments*) and 5 (*Floating Charge*) (and to the corresponding clauses in any Debenture Accession Deed) save for the words "except to the extent that such liabilities and rights are, by reason of (i) being, at the time of the disposition, only potential liabilities and rights in relation to the property or (ii) being liabilities and rights imposed or conferred in relation to property generally, not such as to constitute defects in title"; and
- (c) the covenants set out in Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to Clauses 3 (*Fixed Charges*), 4 (*Assignments*) and 5 (*Floating Charge*) (and to the corresponding clauses in any Debenture Accession Deed).

1.6 Nominees

If the Security Trustee causes or requires Shares or any other asset to be registered in the name of a nominee for the Security Trustee, any reference in this Debenture to the Security Trustee shall, if the context so permits or requires, be construed as a reference to each of the Security Trustee and such nominee.

1.7 Third Party Rights

- (a) The terms of this Debenture may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded, provided that any Receiver and any other Secured Party may rely on and enforce this Debenture.
- (b) The parties to this Debenture may vary or rescind this Debenture without the consent of any third party.

1.8 Clause and Schedule Headings

- (a) Unless otherwise stated, any reference in this Debenture to a Clause or a Schedule shall be construed as a reference to a clause of or a schedule to this Debenture.
- (b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Debenture.

2 COVENANT TO PAY

2.1 Covenant to Pay

Each Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations as and when they fall due or, if no time for payment is specified in respect of the same, promptly on demand of the Security Trustee.

2.2 Interest

Any Secured Obligation which is owed by a Company under this Debenture (or Debenture Accession Deed, as the case may be) and is not paid when due shall bear interest at the Default Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the relevant Company on demand of the Security Trustee.

3 FIXED CHARGES

Each Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Subordination Deed:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Schedule 2 (*Details of Certain Assets*) and all other Real Property now vested in that Company;

- (b) by way of first fixed charge all such Company's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
- (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
 - (ii) to the extent not effectively charged pursuant to paragraph (a) or (i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of that Company's stock-in-trade or work in progress) owned by that Company or (to the extent of such interest) in which that Company has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Charged Accounts;
 - (iv) all Investments and all Related Rights;
 - (v) the Insurances and all Related Rights;
 - (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Material Contracts and all Related Rights;
 - (vii) any pension fund (to the extent permitted by law);
 - (viii) all Authorisations (statutory or otherwise) held in connection with the business of that Company or the use of any asset of that Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
 - (ix) all goodwill and uncalled capital of that Company; and
 - (x) all of the Registered Intellectual Property (if any) specified in Schedule 2 (*Details of Certain Assets*) and all other Registered Intellectual Property of that Company.

4 ASSIGNMENTS

4.1 Assignments

Subject to Clause 4.2 (*Non-Assignable Rights*), each Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Subordination Deed all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;

- (b) all Assigned Accounts;
- (c) all the Material Contracts and all Related Rights; and
- (d) to the extent not charged under the provisions of paragraph (b)(ix) of Clause 3 (*Fixed Charges*), all Intellectual Property.

4.2 Non-Assignable Rights

Each Company declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 4.1 (*Assignments*) (or Clause 4 (*Assignments*) of a Debenture Accession Deed, as the case may be) cannot be or is not effectively assigned pursuant to Clause 4.1 for whatever reason, the relevant Company shall:

- (a) promptly notify the Security Trustee of the same and the reasons therefor;
- (b) hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations; and
- (c) take such steps as the Security Trustee may reasonably require to remove such impediment to an assignment.

4.3 Notice of Assignment

Each Company shall upon the execution of this Debenture and thereafter promptly upon the request of the Security Trustee, give notice of the assignments effected pursuant to Clause 4.1 (*Assignments*) by sending a Notice of Assignment to:

- (a) in relation to the Insurances, each of the insurers party to each such Insurance;
- (b) in relation to the Assigned Accounts, each bank or other financial institution with which each such Assigned Account is maintained; and
- (c) in relation to the Material Contracts, each debtor or obligor party to each such Material Contract (including any relevant landlord or tenant),

and each Company shall use all its reasonable endeavours to procure that within 10 Business Days of the date of the relevant Notice of Assignment the recipient thereof acknowledges the same in the form of the relevant Acknowledgement.

4.4 License-back of Intellectual Property

- (a) The Security Trustee hereby grants to each Company an exclusive, royalty-free licence to use and to have used on its behalf and to sub-license all Intellectual Property assigned under this Clause 4 at any time prior to the Security becoming enforceable. Subject to paragraph (b) of Clause 12.1 (*Intellectual Property*), the grant of licence under this Clause 4.4 includes the grant to each Company of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property in satisfaction of the relevant Company's obligations under paragraph (b) of Clause 12.2 (*Protection*).

- (b) Without prejudice to paragraph (a) above, to the extent that any rights, title and interests in such Intellectual Property remain vested in the Companies notwithstanding Clause 4 (Assignments), each Company grants to the Security Trustee an exclusive, royalty-free licence to use and to have used on its behalf and to sub-license all Intellectual Property at any time prior to the Security becoming enforceable. Subject to paragraph (a) above and paragraph 12.1(b) of Clause 12.1 (Notification), the grant of licence under this paragraph includes the grant to the Security Trustee of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property in satisfaction of the relevant Company's obligations under paragraph 12.2(b) of Clause 12.2 (Protection).

5 FLOATING CHARGES

5.1 Creation of Floating Charges

- (a) Each Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Subordination Deed by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (*Fixed Charges*) or effectively assigned pursuant to Clause 4 (*Assignments*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

5.2 Conversion of Floating Charge

- (a) The Security Trustee may, by notice to the relevant Company, convert the floating charge created under this Debenture (or Debenture Accession Deed, as the case may be) with immediate effect into a fixed charge if:
 - (i) the Security becomes enforceable in accordance with Clause 17 (*Enforcement of Security*);
 - (ii) the Security Trustee in good faith (ii) considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - (iii) the Security Trustee reasonably considers such conversion to be necessary to protect the priority of the Security,

and such fixed charge shall apply to all assets subject to the floating charge unless and to the extent that such notice otherwise specifies.

- (b) The floating charges created under this Debenture (or Debenture Accession Deed, as the case may be) shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time:

- (i) upon the convening of a meeting of the members of any Company to consider a resolution to wind up that Company;
- (ii) upon the presentation of a petition to wind up any Company or the presentation or making of an application for a warrant of execution or a third party debt order or charging order in respect of any of the Secured Assets subject to the floating charges under this Debenture (or Debenture Accession Deed, as the case may be);
- (iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or upon any steps being taken to distraint for rent against any property of any Company; or
- (iv) if any Company fails to comply with its covenant in Clause 8.1 (*Negative Pledge and Disposals*) of this Debenture,

provided that nothing in this Debenture shall cause the floating charge to crystallise by reason of any Company obtaining or of anything being done with a view to that Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986.

- (c) The giving of notice by the Security Trustee pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Trustee to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Parties (or any of them) under any Finance Document.

6 CONTINUING SECURITY

6.1 Continuing and Independent Security

The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Trustee or any other Secured Party may hold at any time for the Secured Obligations or any of them.

6.2 New Accounts

If the Security Trustee receives notice of any Encumbrance created or arising after the date of this Debenture in respect of the Secured Assets or any of them or makes demand of a Company for payment of any or all of the Secured Obligations:

- (a) the Security Trustee may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid to the Security Trustee in respect of the Secured Obligations, or realised or recovered by the Security Trustee under this Debenture, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations.

6.3 Avoidance of Payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any Encumbrance which any Secured Party may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not such Secured Party has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Debenture and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

6.4 Immediate Recourse

Neither the Security Trustee nor any other Secured Party shall be obliged before exercising any of the rights conferred on it by this Debenture or by law to seek to recover amounts due from any Obligor or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations or any of them.

6.5 Waiver of Defences

Neither the obligations of any Company under this Debenture (or Debenture Accession Deed, as the case may be), nor the Security and the rights, powers and remedies conferred on the Security Trustee by this Debenture or by law shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of any Obligor or any other person or any change in the status, function, control or ownership of any Obligor or any such person;
- (b) any of the Secured Obligations or any other security held by the Security Trustee or any other Secured Party in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to or with any Obligor or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Trustee or any other Secured Party in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Trustee or any other Secured Party in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Trustee or any other Secured Party in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of any Company under this Debenture, the Security or any of the rights, powers and remedies conferred on the Security

Trustee and the other Secured Parties by this Debenture (or Debenture Accession Deed, as the case may be) or by law.

6.6 No Competition

Any right which a Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of any Obligor or any other person or its estate in competition with the Security Trustee or any other Secured Party, shall be exercised by the relevant Company only if and to the extent that the Security Trustee so requires and in such manner and upon such terms as the Security Trustee may specify and such Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Security Trustee for application in accordance with the terms of this Debenture as if such moneys, rights or security were held or received by the Security Trustee under this Debenture.

6.7 Appropriation

Neither the Security Trustee nor any other Secured Party shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Trustee for application pursuant to the terms of this Debenture provided that any such sum may be credited to a suspense or impersonal account and held in such account pending the application from time to time of such sums in or towards discharge of the Secured Obligations.

7 REPRESENTATIONS AND WARRANTIES

Each Company makes the representations and warranties set out in Clauses 7.1 (*No Adverse Interests*) to 7.6 (*No Security from any Obligor*) to each Secured Party and acknowledges that each of the Secured Parties has entered into the Finance Documents to which it is party in reliance on such representations and warranties.

7.1 No Adverse Interests

- (a) Subject only to the Security, no person other than the relevant Company has any legal or beneficial interest (or any right to claim any such interest) in the Secured Assets and that Company has not received notice of any such claim.
- (b) Save as otherwise expressly permitted under the Finance Documents, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, mortgage, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of its right, title and interest in and to the Secured Assets or any part of the Secured Assets.

7.2 Investments

- (a) It is the sole beneficial owner of each of its Investments and any Related Rights and it and/or its nominee is the legal owner of its Investments and all such Related Rights.
- (b) Its Investments and all Related Rights are within its disposition and control and the terms of each Investment and each Related Right, if applicable, and of the memorandum and articles of association or other constitutional

documents of each issuer of such Investments do not restrict or otherwise limit its ability to transfer, mortgage, charge or otherwise grant security in respect of any of its Investments and/or the Related Rights.

- (c) It will not take any action whereby the rights attaching to, or the Security over, its Investments and the Related Rights are altered, diluted or otherwise adversely affected except with the prior written consent of the Security Trustee.
- (d) As at the date of this Debenture, its Investments are fully paid or credited as fully paid and no calls have been made in respect of them which remain unpaid.
- (e) Save as otherwise expressly permitted under the Finance Documents, it has not sold or granted any rights of pre-emption over or agreed to sell or grant any right of pre-emption over or otherwise disposed of or agreed to dispose of the benefit of all or any of its rights, title, interests or benefits in, to or in respect of all or any of its Investments or any of the Related Rights.

7.3 Real Property

Save as otherwise expressly permitted under the Finance Documents:

- (a) each relevant Company is the legal and beneficial owner of all the Real Property (if any) specified in Schedule 2 (*Details of Certain Assets*) and has good and marketable title to such Real Property;
- (b) all of the Real Property owned by each relevant Company is free from any mortgage, debenture, charge, rent charge or any other Encumbrance (save for those created by or pursuant to this Debenture);
- (c) nothing has arisen or been created or is subsisting which might have a material adverse effect on the value of all or any part of the Real Property owned by any Company;
- (d) it has not received any notice of any adverse claim by any person in respect of the ownership of all or any part of the Real Property owned by any Company, or any interest in such Real Property, nor has any acknowledgement been given to any person in respect of any such claim on any such Real Property.

7.4 Intellectual Property

- (a) The Intellectual Property owned by each Company or licensed to them are all the Intellectual Property required by it in order for them to carry on, maintain and operate their business, properties and assets.
- (b) No Company is infringing any Intellectual Property rights of any third party.
- (c) The Intellectual Property owned by each Company is free of any Encumbrances (save for those created by or pursuant to this Debenture or otherwise permitted by the Facility Agreement) and any other rights or

interests (including, without limitation, any licences) in each case in favour of third parties.

- (d) None of the Intellectual Property owned by any Company is being infringed, nor is there any threatened infringement of the same.
- (e) All Registered Intellectual Property of each Company is properly registered in the relevant register and all maintenance and renewal fees due in respect thereof at the date of this Debenture have been paid.
- (f) None of the Registered Intellectual Property of any Company is being opposed, nor is any third party seeking its invalidation or revocation.

7.5 Account Terms

The terms on which its Accounts are maintained do not restrict or otherwise limit its right to transfer or charge such Accounts.

7.6 No Security from any Obligor

It has not requested or taken any Encumbrance from any Obligor for any obligations or Liabilities of any Obligor to it.

7.7 Repetition

The representations and warranties set out in Clauses 7.1 (*No Adverse Interests*) to 7.6 (*No Security from any Obligor*):

- (a) shall survive the execution of each Finance Document and each drawdown under the Facility Agreement; and
- (b) are made on the date of this Debenture (or, as the case may be, Debenture Accession Deed, provided that references in this Clause 7 to "this Debenture" shall be deemed to be include to the relevant Debenture Accession Deed) and, save in the case of paragraph (d) of Clause 7.2 (*Investments*), are deemed to be repeated on each Utilisation Date and on the first day of each Interest Period during the Security Period with reference to the facts and circumstances then existing.

8 GENERAL UNDERTAKINGS

8.1 Negative Pledge and Disposals

No Company will:

- (a) create or permit to subsist any Encumbrance over all or any of its present or future assets other than:
 - (i) Encumbrances constituted by or created pursuant to any of the Finance Documents; and
 - (ii) other Encumbrances expressly permitted under the terms of the Finance Documents; or

- (b) dispose of any of its assets except to the extent and in the manner expressly permitted under the Finance Documents.

8.2 No Prejudicial Action and Maintenance

- (a) No Company shall:
 - (i) take any action which would cause any of the representations made in Clause 7 (*Representations and Warranties*) to be untrue or incorrect in any material respect at any time during the Security Period; or
 - (ii) do or permit to be done anything which could reasonably be expected to prejudice the Security.
- (b) Each Company shall:
 - (i) notify the Security Trustee of the occurrence of any event which results in (or could reasonably be expected to result in) any of the representations contained in Clause 7 (*Representations and Warranties*) being untrue or incorrect in any material respect when made or when deemed to be repeated;
 - (ii) keep or cause to be kept all the Secured Assets in good working order and condition (fair wear and tear arising from the use of the Secured Assets in the ordinary course of its business excepted); and
 - (iii) ensure that representatives of the Security Trustee (with or without surveyors, workmen or others) are able at all reasonable times and on reasonable notice to view the condition of any of the Secured Assets.

9 ACCOUNTS AND RECEIPTS

9.1 Accounts General

- (a) Each Company will:
 - (i) deliver to the Security Trustee on the date of this Debenture (or on the date of any Debenture Accession Deed, as the case may be) details of each of its Accounts (and, if any change in such detail (including any renewal or redesignation of any such Account) occurs after the date of this Debenture or any new Account is opened, details of such change or new Account on the date of such change or opening);
 - (ii) not, without the prior written consent of the Security Trustee, permit or agree to any variation of the rights attaching to, or close, any such Account; and
 - (iii) open such new accounts as Collateral Accounts as the Security Trustee shall require (whether before or after the Security has become enforceable) for the purposes of Clause 9.4 (*Book and Other Debts after Security Becomes Enforceable*).

- (b) Without prejudice and in addition to Clause 8.1 (*Negative Pledge and Disposals*), no Company will:
 - (i) assign or charge the benefit of any Charged Account or Assigned Account in whole or in part (other than pursuant to this Debenture); and
 - (ii) assign (whether by way of sale or mortgage), charge or otherwise seek to deal with or dispose of all or any part of any Charged Account or any Assigned Account without the prior written consent of the Security Trustee (in its capacity as Security Trustee under this Debenture).

9.2 Charged Accounts

- (a) Until the end of the Security Period, the Security Trustee shall have no obligation to repay any amounts standing to the credit of any Charged Account that is maintained with the Security Trustee (and any interest thereon shall be credited to the relevant Charged Account).
- (b) Each Company authorises the Security Trustee (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any Charged Account or other document relating to any Charged Account with a statement to the effect that:
 - (i) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Security Trustee;
 - (ii) that Company has agreed not to assign, charge or otherwise deal with the indebtedness evidenced by such Charged Account without the prior written consent of the Security Trustee; and
 - (iii) the benefit of such Charged Account is subject to a first fixed charge in favour of the Security Trustee as security trustee for the Secured Parties.

9.3 Withdrawals

No Company shall make any withdrawal from any Charged Account or any Assigned Account without the prior written consent of the Security Trustee (in its capacity as such), save as permitted by the Facility Agreement.

9.4 Book and Other Debts after Security becomes Enforceable

If and to the extent that the Security Trustee so specifies, at any time after the Security has become enforceable, each Company shall pay the proceeds of payment or realisation of such of that Company's assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other monies received by that Company as the Security Trustee may require into such Collateral Account(s) as the Security Trustee may from time to time specify and pending such payment shall hold all such receipts on trust for the Security Trustee.

9.5 Accounts after Security becomes Enforceable

Upon the Security becoming enforceable, the Security Trustee shall be deemed to have designated in writing all Accounts other than the Charged Accounts and the Assigned Accounts as Assigned Accounts or, in the case of any such Accounts maintained with the Security Trustee, Charged Accounts and at any time thereafter, the Security Trustee may:

- (a) in relation to such new Assigned Accounts, require each relevant Company to, and each such Company shall immediately on request, serve a Notice of Assignment in the appropriate form on each bank or other financial institution with which any such Account is maintained and each such Company shall comply with its obligation under Clause 4.3 (*Notice of Assignment*) to obtain an Acknowledgement of each such Notice of Assignment; and
- (b) exercise from time to time, all rights, powers and remedies of each relevant Company in relation to any or all of its Accounts, including to demand and receive all and any monies standing to the credit of any such Accounts.

10 MATERIAL CONTRACTS

10.1 Documents

Each Company will deliver to the Security Trustee promptly following execution of the same:

- (a) details of all contracts entered into by it after the date of this Debenture (or Debenture Accession Deed, as the case may be) where the aggregate consideration payable to any Company at any time thereunder is:
 - (i) in respect of the Parent, in excess of \$2,000,000 (or its equivalent in any other currencies); and
 - (ii) in respect of any member of the Group, in excess of \$500,000 (or its equivalent in any other currencies),
- (b) such documents relating to the Material Contracts as the Security Trustee may reasonably require.

10.2 No Amendments

No Company will:

- (a) amend, supplement, supersede or waive any provision of any Material Contract, exercise any right to rescind, cancel or terminate any Material Contract or release any counterparty from any obligations under any Material Contract (other than where an amendment is non-material and could not reasonably be expected to materially or adversely affect the interests of the Lenders); or
- (b) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach,

except as otherwise permitted by the terms of the other Finance Documents.

10.3 Performance

Each Company will:

- (a) duly and promptly perform its obligations and, unless the Security Trustee shall otherwise require, diligently pursue its rights and remedies under each Material Contract; and
- (b) notify the Security Trustee of any material breach of or default under a Material Contract by it or any other party and any right that arises entitling it or any other party to terminate or rescind a Material Contract, promptly on becoming aware of the same.

10.4 Restriction on Dealing

Without prejudice and in addition to Clause 8.1 (*Negative Pledge and Disposals*), no Company will assign, transfer, charge or otherwise deal with or dispose of any Material Contract or any of its rights, title, interest and benefits in, to and in respect of any Material Contract.

11 INVESTMENTS

11.1 Deposit of Certificates

Each Company will:

- (a) on the date of this Debenture in respect of the Shares specified in Schedule 2 (*Details of Certain Assets*) (or on the date of any Debenture Accession Deed in respect of the Shares specified in the Schedule to that Debenture Accession Deed, as the case may be), and on the date of acquisition in respect of any additional Shares deliver to the Security Trustee (i) the share certificates and (ii) stock transfer forms (duly executed in blank by or on behalf of each Company or its nominee as appropriate); and
- (b) on the date of this Debenture (or on the date of any Debenture Accession Deed, as the case may be), or if later, on the date of acquisition of any Investment:
 - (i) deposit with the Security Trustee (or as the Security Trustee may direct) all other certificates and documents of title or evidence of ownership in relation to such Investments and any Related Rights; and
 - (ii) execute and deliver to the Security Trustee all such other transfer forms and documents as may be requested by the Security Trustee in order to enable the Security Trustee (or its nominee) to become registered as the owner, or otherwise obtain legal title to such Investments and Related Rights.

11.2 Not Prejudice

Without prejudice and in addition to Clause 8.2 (*No Prejudicial Action and Maintenance*), no Company shall, by the exercise of any voting rights or otherwise, permit or agree to:

- (a) any variation of the rights attaching to or conferred by all or any part of its Investments, or
- (b) any increase in the issued share capital of any company whose shares are charged pursuant to this Debenture (or Debenture Accession Deed, as the case may be); or
- (c) any other matter,

in each case which, in the opinion of the Security Trustee would, or would be reasonably likely to, impair the value of, or prejudice the ability of the Security Trustee to realise, the Security or otherwise prejudice the interests of any Secured Party under any Finance Document.

11.3 Calls and other Payments

Each Company shall pay when due all calls or other requests for payments made in respect of any of its Investments and the Related Rights but if any Company fails to make any such payment, the Security Trustee may (but shall not be obliged to) make such payment on behalf of such Company and if the Security Trustee does so, the relevant Company shall promptly on demand of the Security Trustee pay to the Security Trustee an amount equal to such payment.

11.4 Notices

Each Company shall, promptly upon receipt by it, deliver to the Security Trustee copies of any notices, reports, accounts, statements, circulars or any other documents relating to any of its Investments or the Related Rights.

11.5 Rights Before Security Enforceable

Unless and until the Security has become enforceable, each Company shall continue to be entitled:

- (a) to receive and retain all dividends, interest and other monies arising from the Investments and the Related Rights; and
- (b) subject to Clause 11.2 (*Not Prejudice*), to exercise all voting rights in relation to the Investments.

11.6 Rights after Security Enforceable

At any time after the Security has become enforceable, the Security Trustee may at its discretion (in the name of each relevant Company or otherwise and without any further consent or authority from any Company):

- (a) complete all stock transfer forms and other documents of title then held by the Security Trustee pursuant to this Debenture (or Debenture Accession Deed, as the case may be) in the name of the Security Trustee (or its nominee) and each Company shall extend the fullest co-operation to the Security Trustee to

secure the prompt registration of such transfer and the prompt issue of a new certificate or certificates for the relevant Investments in the name of the Security Trustee (or its nominee);

- (b) exercise (or refrain from exercising) any voting rights in respect of any Company's Investments and all other powers and rights conferred on or exercisable by a legal or beneficial owner of the Investments;
- (c) apply all dividends, interest and other monies arising from or pursuant to any Company's Investments as if they were proceeds of sale under this Debenture; and
- (d) exercise or refrain from exercising the rights of a legal owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the realisation, modification or variation of any rights or liabilities attaching to any such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any such shares or securities,

in each case in such manner and on such terms as the Security Trustee may think fit.

12 INTELLECTUAL PROPERTY

12.1 Notification

Each Company will promptly notify the Security Trustee of:

- (a) details of all Registered Intellectual Property (including applications for registration) granted to or filed by or on behalf of that Company that come into existence after the date of this Debenture(or Debenture Accession Deed, as the case may be); and
- (b) any existing or future contract for it to acquire (by licence or otherwise) any Intellectual Property.

12.2 Protection

Each Company will:

- (a) make such applications for patents and for registration of designs, trade marks or service marks and pay such application, search, translation, registration and renewal fees, and similar amounts as are necessary fully to protect and to keep in force all of its Intellectual Property; and

- (b) take such steps as may be necessary (including, without limitation, the institution of legal proceedings) to prevent third parties infringing any of its Intellectual Property (including but not limited to the Registered Intellectual Property set out in Schedule 2 (*Details of Certain Assets*), any Registered Intellectual Property set out in the Schedule to any Debenture Accession Deed (if any) and the Intellectual Property assigned to the Security Trustee under paragraph (d) of Clause 4.1 (*Assignments*)).

12.3 Not Prejudice

Without prejudice and in addition to Clause 8.2 (*No Prejudicial Action and Maintenance*), other than as permitted by the Facility Agreement, no Company will without the prior written consent of the Security Trustee:

- (a) sell, assign, transfer, license, mortgage or otherwise dispose of or encumber all or any part of its Intellectual Property; or
- (b) permit any such Intellectual Property to be abandoned or cancelled, to lapse or to be liable to any claim of revocation for non-use or otherwise.

12.4 Registration

In respect of (a) the Registered Intellectual Property specified in Schedule 2 (*Details of Certain Assets*) and (b) any future Registered Intellectual Property granted to the Company at any time after the date of this Debenture (or Debenture Accession Deed, as the case may be), in each case, against which this Debenture may be recorded, each Company shall promptly file with the patent or other intellectual property office in the jurisdiction where such Registered Intellectual Property is registered or has been applied for such form (together with the payment of any required fee) as is necessary properly to register the existence of this Debenture and the rights and interests created by it within any applicable time periods. For the avoidance of doubt, all costs incurred by either a Company or the Security Trustee (including but not limited to official fees and legal fees) in connection with such registrations and recordings shall be borne by the Companies.

13 REAL PROPERTY

13.1 General Real Property Undertakings

Each Company shall:

- (a) keep or cause to be kept in good and substantial repair, decoration and good working order all buildings and erections on its Real Property and other plant, machinery, implements and other effects for the time being owned by it and where necessary replace the same with items of similar quality and value;
- (b) ensure that the Security Trustee or any authorised representative of the Security Trustee is able at all reasonable times, and on receipt of reasonable notice, to inspect and enter into or onto (as the case may be) any of its Real Property;
- (c) not fix or permit the affixing of any property to any of its Real Property which property is not itself a Secured Asset;

- (d) duly and punctually perform and at all times observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of its Real Property and indemnify each Secured Party in respect of any breach thereof (or if the lessor and, to the extent necessary, ensure that all such matters to be complied with by any third party are so complied with) and not do or suffer to be done any act or thing whereby any lease or leases comprising such Real Property may become liable to forfeiture or otherwise be determined or agree any variation, surrender or termination thereof without the prior written consent of the Security Trustee;
- (e) promptly notify the Security Trustee in writing upon the acquisition by any Company of any Real Property after the date of this Debenture (or Debenture Accession Deed, as the case may be) and of any Encumbrance existing in respect of any Real Property acquired by it after the date of this Debenture (or Debenture Accession Deed, as the case may be) and, on demand of the Security Trustee and at the cost of the relevant Company, execute and deliver to the Security Trustee a charge by way of legal mortgage (or such other security as the Security Trustee may require) in favour of the Security Trustee of any Real Property and all Fixtures relating thereto which becomes vested in it after the date of this Debenture (or Debenture Accession Deed, as the case may be) to secure the payment or discharge of the Secured Obligations in such form as the Security Trustee may require; in the case of any leasehold property in relation to which the consent of the landlord is required in order for the relevant Company to perform any of the foregoing obligations, that Company shall use its reasonable endeavours to obtain such consent promptly and shall notify the Security Trustee in writing upon receipt of such consent;
- (f) not, without the prior written consent of the Security Trustee:
 - (i) grant or agree to grant or otherwise suffer to be created (whether in exercise or independently of, any statutory power) any lease, tenancy, contractual licence or interest to occupy or permit to assign, underlet or part with possession of all or any part of its Real Property;
 - (ii) accept a surrender of any lease, tenancy, contractual licence or interest to occupy;
 - (iii) agree any reduction in the rent payable to it or release, defer, waive or vary any obligation under, or the terms of, or exercise any option or power to break, determine or extend any lease;
 - (iv) commence any forfeiture proceedings in respect of any lease;
 - (v) consent to any assignment of any tenant's interest under any lease; or
 - (vi) grant any sublease or confer upon any person any contractual licence or right to occupy all or any part of its Real Property;
- (g) in respect of any Real Property which is acquired after the date of this Debenture (or Debenture Accession Deed, as the case may be) by or on behalf of any Company, the title to which is or is required to be registered at the Land Registry under the Land Registration Act 2002, promptly notify the

Security Trustee of the title number(s), make the necessary application to the Land Registry for the registration of the relevant Company as the Registered Proprietor thereof, and contemporaneously with the making of such application to the Land Registry, apply to the Chief Land Registrar to enter a Notice in respect of the legal mortgage referred to in paragraph (e) above in the charges register and to enter the restriction set out in Clause 32 (*The Land Registry*) (as repeated in the said legal mortgage) in the Proprietorship Register in each case in respect of each such registrable title, and shall procure that each such Notice and each such restriction is so entered;

- (h) deposit with the Security Trustee (who shall be entitled to hold the same during the Security Period) (i) all deeds and documents of title relating to its Real Property (whenever acquired by the Company), (ii) all Local Land Charges, Land Charges and Land Registry Search Certificates and similar documents received by or on behalf of the relevant Company within the three months immediately prior to the date of this Debenture or, in the event any Real Property is acquired after the date of this Debenture, within the three months prior to the acquisition of such Real Property and (iii) any leases and agreements for lease granted by or to the Company from time to time;
- (i) grant the Security Trustee, or its lawyers on request, all facilities within the power of the relevant Company to enable such lawyers to carry out investigations of title of all or any part of the Real Property of any Company which is or may become subject to this Security, and enquiries into such matters in connection therewith as would usually be carried out by a prudent mortgagee; all such investigations and enquiries shall be at the expense of the relevant Company;
- (j) not, without the prior written consent of the Security Trustee, enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Real Property or consent to the compulsory acquisition of any of its Real Property, and, if so requested by the Security Trustee, permit the Security Trustee or its authorised representatives to conduct such negotiations or to give such consent on the relevant Company's behalf; or
- (k) within 10 Business Days after the receipt by any relevant Company of any application, requirement, order or notice served or given by any public, local or other authority with respect to any of the Real Property (or any part of it) deliver a copy to the Security Trustee and inform the Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirement;
- (l) not appoint any managing agent of any of its Real Property without the prior consent of, and on terms approved by, the Security Trustee and each relevant Company shall ensure that each such managing agent (i) enters into a duty of care agreement with the Security Trustee in form and substance satisfactory to the Security Trustee and (ii) acknowledges to the Security Trustee that it has notice of the Security; if any such managing agent is in default of its obligations under the relevant management agreement and, as a result, a Company is entitled to terminate that management agreement then, if the Security Trustee so requires, each relevant Company must promptly use all reasonable endeavours to terminate the management agreement and

appoint a new managing agent whose identity and terms of appointment are acceptable to the Security Trustee;

- (m) if any Company fails to observe or perform any undertaking affecting any of the Real Property (or any part of it), allow the Security Trustee or its agents and contractors to:
 - (i) enter into any part of the Real Property;
 - (ii) comply with or object to any notice served on any Company in respect of the Real Property; and
 - (iii) take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice,

and the relevant Company shall immediately on request by the Security Trustee pay the costs and expenses of the Security Trustee or its agents and contractors incurred in connection with any action taken by it under this paragraph (m); and

- (n) perform all its obligations under any law or regulation in any way related to or affecting the Real Property.

13.2 Secured Real Property

Each Company shall:

- (a) promptly pay, as and when the same shall become payable, all rent, Taxes, rates, duties, charges, assessments and outgoings whatsoever payable in respect of any of the Secured Real Property and produce to the Security Trustee on demand the related receipts;
- (b) promptly, and in any event within 10 Business Days after the receipt by that Company of any application, requirement, order or notice served or given by any public or local or any other authority with respect to any of the Secured Real Property, give written notice of the same to the Security Trustee and within 5 Business Days of demand produce the same or a copy thereof to the Security Trustee together with details of the steps taken or proposed to be taken to comply with any such application, requirement, order or notice;
- (c) duly and punctually perform and observe all its obligations in connection with the Secured Real Property under any present or future statute or any regulation, order or notice made or given;
- (d) if so requested by the Security Trustee, in the case of any plant, machinery or equipment subject to a fixed charge located on leasehold premises (where the relevant Company is not the lessor), obtain written confirmation from the lessor of such premises that it waives absolutely all rights it may have now or at any time in the future over such plant, machinery and/or equipment; and

- (e) if so requested by the Security Trustee, place and maintain on each Secured Real Property subject to a fixed charge hereunder, in a conspicuous place, an identification plaque containing the following wording:

"NOTICE OF CHARGE

This [*description of relevant Secured Real Property*] is subject to a first fixed charge in favour of [*name of Security Trustee*"].

and not conceal, alter or remove such plaque or permit it to be concealed, altered or removed.

14 INSURANCES

14.1 Insured Risks

Each Company shall insure and keep insured those of the Secured Assets of an insurable nature against loss or damage by fire and other risks normally insured against by persons carrying on the same class of business as that carried on by it (including insurance against business interruption, loss of profits, product liability, professional indemnity, pollution and public liability) and such other risks as the Security Trustee shall from time to time in writing reasonably require, in a sum or sums not less than the replacement value thereof if and to the extent appropriate, and otherwise for a reasonable and prudent amount in the circumstances with such reputable insurance company or underwriters as the Security Trustee shall approve.

14.2 Note of Interest

Each Company shall procure that a note of the interest of the Security Trustee is endorsed, and the Security Trustee is endorsed as loss payee, upon all Insurances which shall at any time during the subsistence of this Security be effected, maintained or held by that Company or any person.

14.3 Avoidance of Insurance and Premiums

Each Company shall:

- (a) not do or omit to do, or permit or suffer to be done or omitted to be done, anything which might render any of the Insurances void, voidable or unenforceable; and
- (b) promptly pay or procure payment of all premiums and do all other things necessary to keep all of the Insurances in force and, on demand of the Security Trustee, produce to the Security Trustee on demand the policy, certificate or cover note relating to each Insurance and related premium receipts.

15 FURTHER ASSURANCE

Each Company shall from time to time and at its own expense, give all such assurances and do all such things as the Security Trustee may reasonably require or consider desirable to enable the Security Trustee to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Security Trustee or the Secured Parties by this Debenture or by law and to that intent

each Company shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clauses 3 (*Fixed Charges*) and 4 (*Assignments*) respectively, and shall give all such notices and directions as the Security Trustee may reasonably consider expedient.

16 POWER TO REMEDY

Without prejudice to the Security Trustee's rights under Clause 8 (*General Undertakings*), if any Company fails to comply with any of its obligations in relation to any of its assets under this Debenture, or the Security Trustee reasonably considers that any Company has failed to comply with any such obligations, the Security Trustee may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the relevant Company will co-operate with and will grant the Security Trustee or its agents or contractors such access as the Security Trustee may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

17 ENFORCEMENT OF SECURITY

17.1 Security Enforceable

Subject to Clause 25.20 (*Stay on Enforcement/Acceleration*) of the Facility Agreement, the Security shall become immediately enforceable:

- (a) on and at any time after the occurrence of an Event of Default;
- (b) if any Company requests the Security Trustee to appoint an administrator pursuant to Schedule B1 of the Insolvency Act 1986 or a Receiver; or
- (c) if so requested by any Company.

17.2 Enforcement

At any time after the Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Debenture or by law at such times and in such manner as it thinks fit.

17.3 Rights of a Company on Enforcement

Upon the Security becoming enforceable, no Company may, without the prior written consent of the Security Trustee, withdraw any monies from any Account, compromise, compound, vary, discharge, postpone or release any of its rights to receive monies or otherwise waive any rights of action in relation thereto or do or omit to do anything which may delay or prejudice the full recovery thereof other than, save to the extent the Security Trustee otherwise instructs the relevant Company in writing, (i) granting extensions to normal trade credit acting in good faith in accordance with its reasonable commercial judgment and (ii) in the circumstances then prevailing, prudent management of its debtors on a normal commercial basis.

17.4 Power of Sale

At any time after the Security has become enforceable, the Security Trustee may (without notice to any Company) sell or otherwise dispose of the Secured Assets or any of them and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Debenture.

17.5 Statutory Powers

For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of this Debenture (or the relevant Debenture Accession Deed, as the case may be).

17.6 Law of Property Act

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to any exercise by the Security Trustee of its right to consolidate mortgages or its power of sale. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant such options as the Agent shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, and Clause 17.2 (*Enforcement*) shall operate as a variation and extension of Section 101 of such Act.

17.7 Appropriation of Financial Collateral

To the extent that the Secured Assets constitute "financial collateral" and this Debenture constitutes a "security financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)), the Security Trustee may appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Obligations, the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or (in any other case) such amount as the Security Trustee shall determine in a commercially reasonable manner.

18 ADMINISTRATORS AND RECEIVERS

18.1 Appointment of Administrator

At any time after the Security has become enforceable, the Security Trustee may appoint an administrator pursuant to the power contained in paragraph 14 of Schedule B1 to the Insolvency Act 1986.

18.2 Appointment of Receivers

At any time after the Security has become enforceable or if any Company requests it to do so, the Security Trustee may, by written instrument and without notice to the relevant Company, appoint any one or more persons as Receiver of such part of the Secured Assets as may be permitted by law.

18.3 Status of Receivers

Each Receiver shall:

- (a) be entitled to act individually as well as jointly with any other person appointed as Receiver; and

- (b) for all purposes be deemed to be the agent of the relevant Company (and no Receiver shall at any time act as agent for the Security Trustee) and shall as such agent be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

18.4 Powers of a Receiver

- (a) Every Receiver appointed pursuant to Clause 18.2 (*Appointment of Receivers*) shall have and be entitled to exercise all of the powers set out in paragraph (b) below in addition to (i) all the powers conferred by the Law of Property Act 1925 (as extended by this Debenture) on any receiver appointed under such Act and (ii) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.
- (b) The powers referred to in the first sentence of paragraph (a) above are:
 - (i) to take immediate possession of, get in and collect all or any part of the Secured Assets over which he is appointed;
 - (ii) to carry on the business of the relevant Company insofar as it relates to the Secured Assets over which he is appointed as it may think fit, including the entering into of contracts and the repudiation, rescission or variation of any contract to which the relevant Company is a party, and the acquisition or hiring of assets;
 - (iii) to make and effect all repairs and insurances and do all other acts which the relevant Company might do in the ordinary course of its business or is obliged to do under the terms of this Debenture whether for the protection or for the improvement of the Secured Assets over which he is appointed and to commence and/or complete any building operations on the relevant Company's Real Property over which he is appointed and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as it may in his absolute discretion think fit;
 - (iv) to appoint, discharge and vary the terms of employment or other engagement of managers, officers, agents, accountants, servants, workmen and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as it may think proper;
 - (v) for the purpose of exercising any of the powers, authorities and discretions conferred on it by or pursuant to this Debenture and/or of defraying any costs, charges, losses or expenses (including remuneration) which shall be incurred by it in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of all or any part of the Secured Assets over which he is appointed either in priority to the Security or otherwise and generally on such terms and conditions as it may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

- (vi) to sell, lease, exchange, grant options or licences over, convert into money and realise or otherwise deal with, all or any part of the Secured Assets over which he is appointed by public auction or private contract and generally in such manner and on such terms as it shall think proper. Without prejudice to the generality of the foregoing, it may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as it may think fit. Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Company;
- (vii) to let all or any part of the Real Property over which he is appointed for such term and at such rent (with or without a premium) as it may think proper and to accept a surrender of any lease or tenancy thereof on such terms as it may think fit (including the payment of money to a lessee or tenant on a surrender);
- (viii) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Company or relating in any way to the Secured Assets over which he is appointed or any part thereof;
- (ix) to bring, prosecute, enforce, defend and abandon any actions, suits and proceedings in relation to the Secured Assets over which he is appointed or any part thereof as may seem to it to be expedient;
- (x) to give valid receipts for all moneys and execute all assurances and things which it may think proper or desirable for realising the Secured Assets over which he is appointed;
- (xi) to form a Subsidiary or Subsidiaries of the relevant Company (whether by acquisition or otherwise) and to supervise and manage the same and to transfer or otherwise dispose to any such Subsidiary all or any part of the Secured Assets over which he is appointed;
- (xii) to make or require the directors of the relevant Company to make calls upon the holders of share capital in that Company and to enforce payment of any unpaid calls as it sees fit;
- (xiii) to enter into or otherwise grant guarantees, indemnities or otherwise incur obligations in respect of the liabilities of third parties and to make payments due in relation to the same; and
- (xiv) to do all such other acts and things as it may consider desirable or necessary for realising all or any part of the Secured Assets over which he is appointed or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Debenture; to exercise in relation to all or any part of the Secured Assets over which he is appointed all such powers, authorities and things as it would be capable of exercising if it were the absolute

beneficial owner of the same; and to use the name of the relevant Company for all or any of such purposes.

18.5 Removal and Remuneration

- (a) The Security Trustee may whenever it may deem it expedient (and so far as it is lawfully able), by written instrument (i) remove any Receiver appointed by it and (ii) appoint a new Receiver in the place of any Receiver whose appointment has been terminated and may from time to time fix the remuneration of any Receiver appointed by it without the limitations imposed by Section 109 of the Law of Property Act 1925.
- (b) The relevant Company shall be solely responsible for the payment of the remuneration of any Receiver appointed pursuant to this Debenture.

18.6 Security Trustee's Rights

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Debenture (either expressly or impliedly) upon a Receiver in respect of the Secured Assets may, after the Security has become enforceable, be exercised by the Security Trustee in relation to the whole or any part of the Secured Assets irrespective of whether or not a Receiver of all or any part of such Secured Assets has been appointed.

19 APPLICATION OF PROCEEDS

Any moneys held or received by the Security Trustee or by any Receiver under or pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied by the Security Trustee or by such Receiver at such times as the Security Trustee or the Receiver considers expedient, in the following order of priority:

- (a) in or towards payment of any amounts payable to the Security Trustee for its own account or for the account of any agent or co-trustee appointed by it under or in connection with this Debenture pursuant to and in accordance with the provisions of the Subordination Deed (including any remuneration payable to the Security Trustee or by it as aforesaid);
- (b) in or towards payment of all costs, charges, expenses and remuneration incurred by or payable to any Receiver;
- (c) in or towards payment of all other Secured Obligations; and
- (d) after the end of the Security Period, in payment of the surplus (if any) to the relevant Company or such other person as may be entitled thereto.

20 POWER OF ATTORNEY

20.1 Appointment

By way of security for the performance of its obligations under this Debenture, each Company irrevocably appoints the Security Trustee and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly

with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which that Company is obliged to do under the terms of this Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Debenture or by law.

20.2 Ratification

Each Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Debenture shall lawfully do in its capacity as such.

21 PROTECTION OF SECURITY TRUSTEE AND RECEIVERS

21.1 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall, by reason of it or such Receiver entering into possession of all or any part of the Secured Assets or taking any action permitted by this Debenture, be liable to account as mortgagee in possession or otherwise be liable for any loss of any kind or for any default or omission for which a mortgagee in possession might be liable.

21.2 Receivers and Mortgagees

Each Receiver and the Security Trustee shall be entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 (as extended by this Debenture) on mortgagees and receivers when such receivers have been duly appointed thereunder and the relevant Company alone shall be responsible for the Security Trustee's and each Receiver's contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by either of them and none of the Secured Parties shall incur any liability therefor (either to any Company or to any other person).

22 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person or company dealing with the Security Trustee or any Receiver or the agents of any of them shall have any need to enquire whether the Secured Obligations have become due and payable, or whether any power which the Security Trustee or any Receiver is purporting to exercise has become exercisable or whether any of the Secured Obligations remains outstanding nor to have regard to the application of any money paid to the Security Trustee or to such Receiver.

23 DELEGATION BY SECURITY TRUSTEE

The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee under this Debenture in relation to all or any part of the Secured Assets. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit. The Security Trustee shall not be in any way liable or responsible to any Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate, unless the loss or damage is as a result of gross negligence, fraud or wilful misconduct of the Security Trustee.

24 REDEMPTION OF PRIOR MORTGAGES

The Security Trustee may, at any time after the Security has become enforceable, redeem any prior Encumbrance over all or any part of the Secured Assets or procure the transfer of such Encumbrance to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Companies. All principal moneys, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Companies to the Security Trustee on demand.

25 RELEASE OF THE SECURITY

25.1 Release of Secured Assets

After the end of the Security Period, the Security Trustee shall, at the request and cost of the Companies, execute all such documents and do such other things as may be required to release the Secured Assets from the Security and procure the reassignment to the relevant Companies of the property and assets assigned to the Security Trustee pursuant to this Debenture, in each case subject to Clause 30.2 (*Potentially Avoided Payments*) and without recourse to or any representation or warranty by or from the Security Trustee.

25.2 Re-assignment of Intellectual Property

All Intellectual Property assigned to the Security Trustee under paragraph (d) of Clause 4.1 (*Assignments*) shall, at the end of the Security Period without recourse or warranty, be re-assigned unconditionally to the relevant Companies and this Clause 25.2 shall operate as an assignment of such Intellectual Property effective as of the date of the end of the Security Period.

25.3 Release for Permitted Disposals

The Security Trustee shall release a Secured Asset from the Security if the relevant Company is expressly permitted to dispose of such Secured Asset under the Finance Documents provided that any conditions to such disposal and/or release of security stipulated under the Finance Documents have been satisfied.

26 PAYMENTS

26.1 No Set-Off

All payments by the Companies under this Debenture shall be made free and clear of and without deduction for or on account of any set-off or counterclaim.

26.2 Manner of Payment

Each payment made by the Companies under this Debenture shall be paid in the manner in which payments are to be made by the Obligors under the Facility Agreement.

27 COSTS AND EXPENSES

27.1 Transaction Costs

The Companies shall, within three Business Days of written demand, pay the Security Trustee the amount of all reasonable and documented costs and expenses (including legal and Valuation fees, the cost of "*know your customer*" checks and any travel or out-of-pocket expenses) incurred or to be incurred by the Security Trustee (or by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution and perfection of this Debenture and the implementation of the arrangements contemplated in this Debenture.

27.2 Preservation and Enforcement Costs

The Companies shall, within three Business Days of written demand by the Security Trustee, pay each Secured Party the amount of all fees, costs and expenses (including legal fees and any travel or out-of-pocket expenses) incurred by it or them in connection with the enforcement of or the preservation of any rights under this Debenture and any proceedings instituted by or against the Security Trustee (or such Secured Party, as the case may be) as a consequence of taking or holding this Debenture or enforcing its rights hereunder.

27.3 Taxes

The Companies shall promptly pay all stamp, registration, documentary and other Taxes, including any penalties, fines, supplements, surcharges or interest relating to such Taxes, to which this Debenture or any judgment given in connection with this Debenture is or at any time may be subject and shall from time to time on demand of the Security Trustee indemnify each Secured Party against any liabilities, costs, claims and expenses (including reasonable legal fees) resulting from any failure to pay or any delay in paying any such Tax.

27.4 Indemnity

The Companies shall indemnify and hold harmless the Security Trustee and any and every Receiver on demand from and against any and all costs, claims, losses, expenses (including legal fees) and liabilities, and any VAT thereon, which the Security Trustee or a Receiver may incur as a result of the occurrence of any Event of Default, the enforcement of the Security or the exercise or enforcement by the Security Trustee or a Receiver of any of the rights conferred on it or them by this Debenture or by law.

28 ASSIGNMENTS, TRANSFERS AND ADDITIONAL COMPANIES

28.1 The Companies' Rights

None of the rights and benefits of a Company under this Debenture shall be capable of being assigned or transferred and each Company undertakes not to seek to assign or transfer all or any of such rights and benefits.

28.2 The Security Trustee's Rights

The Security Trustee may assign or transfer all or any of its rights and benefits under this Debenture without the consent of any Company.

28.3 Accession by additional Companies

- (a) The Parent shall procure that each Subsidiary of that Company required by the Facility Agreement to grant security for the Secured Obligations shall, as soon as it is required to do so, become party to this Debenture as a Company by executing and delivering to the Security Trustee a Debenture Accession Deed together with such corporate formalities and other documentation as the Security Trustee may reasonably require.
- (b) On the date on which a Debenture Accession Deed is delivered, the New Company (as defined in the relevant Debenture Accession Deed) that has executed it shall become a party to this Debenture in the capacity of a Company and this Debenture shall be read and construed as if the New Company (as defined in the relevant Debenture Accession Deed) had been an original party to this Debenture as a Company (but so that the Security created by that New Company shall be created on the date of the Debenture Accession Deed), and the other Companies shall assume the same obligations in respect of the New Company as if it were an original party to this Debenture.

28.4 Companies' Agent

- (a) Each Company:
 - (i) irrevocably appoints the Companies' Agent to execute on its behalf each Debenture Accession Deed; and
 - (ii) authorises the Security Trustee to agree any changes to the form or manner in which any New Company (as defined in the relevant Debenture Accession Deed) gives security for the Secured Obligations (including acceptance of a limit on the liability of that company) which is in the reasonable opinion of the Secured Parties necessary in order that such security may lawfully be given.
- (b) The Companies' Agent shall procure that all registrations and other steps necessary to perfect or protect the security created or to be created pursuant to any Debenture Accession Deed are completed as soon as practicable after the date of its execution and in any event with any applicable time limit.
- (c) Each of the Parties appoints the Security Trustee to receive on its behalf each Debenture Accession Deed delivered to the Security Trustee and the Security Trustee shall, as soon as reasonably practicable after receipt by it, sign and accept the same if it appears on its face to have been completed, executed and, where applicable, delivered in the form contemplated by this Debenture.

29 REMEDIES AND WAIVERS

No failure by the Security Trustee to exercise, nor any delay by the Security Trustee in exercising, any right or remedy under this Debenture shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

30 ADDITIONAL PROVISIONS

30.1 Partial Invalidity

If at any time any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect or any or all of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Debenture or the effectiveness in any other respect of such Security; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of such Security under the laws of any other jurisdiction.

30.2 Potentially Avoided Payments

If the Security Trustee determines that an amount paid to a Secured Party under any Finance Document is capable of being avoided, reduced or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Debenture, such amount shall be regarded as not having been paid and the liability of each relevant Company under this Debenture and the Security shall continue.

30.3 Currency Conversion

In order to apply any sum held or received by the Security Trustee or a Receiver in or towards payment of the Secured Obligations, the Security Trustee or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Security Trustee or such Receiver is able to effect such purchase.

30.4 Currency Indemnity

If any sum due from a Company under this Debenture or any order or judgment given or made in relation to this Debenture has to be converted from the currency (the "**first currency**") in which the same is payable under this Debenture or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against that Company, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Debenture, the relevant Company shall indemnify and hold harmless each Secured Party from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Secured Party may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

30.5 Rights Cumulative

The rights and remedies provided by this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

30.6 Unfettered Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

31 NOTICES

31.1 Communications in Writing

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

31.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Debenture is that identified with its name below (or in any relevant Debenture Accession Deed) or any substitute address, fax number or department or officer as the party may notify to the other by not less than five Business Days' notice.

31.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer.

31.4 Delivery to Security Trustee

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

31.5 Deemed receipt

Any communication or document which becomes effective, in accordance with clauses 31.1 to 31.4 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

32 THE LAND REGISTRY

In respect of the Real Property specified in Schedule 2 (*Details of Certain Assets*) the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Debenture may be noted, each Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Security Trustee's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Security Trustee*] referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and

- (c) to note this Debenture on the charges register.

33 GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

34 ENFORCEMENT

34.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").

34.2 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.

34.3 Notwithstanding Clause 34.1 above, no 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 Secured Parties may take concurrent proceedings in any number of jurisdictions.

35 COUNTERPARTS AND EFFECTIVENESS

35.1 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. Transmission of an executed counterpart of this letter by fax or e-mail shall constitute effective delivery of that counterpart.

35.2 Effectiveness

This Debenture is intended to be a deed even if any party's execution is not in accordance with the formalities required for the execution of deeds. This Debenture shall take effect and be delivered as a deed on the date on which it is stated to be made.

This document has been executed as a deed by each Company and has been signed on behalf of the Security Trustee and is delivered and takes effect on the date stated at the beginning of it

SCHEDULE 1

The Original Companies

Company Name	Registered Number and jurisdiction
Gemfields plc	05129023, England and Wales
Faberge (UK) Limited	06236931, England and Wales
Faberge Limited	178293, Cayman Islands

SCHEDULE 2

Details of Certain Assets

Part 1

Real Property

None specified as at the date of this Debenture

Part 2

Registered Intellectual Property

014-3573-1773/2/EUROPE

41

014-3573-1773/2/EUROPE

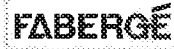
TRADEMARK
REEL: 006087 FRAME: 0549

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Algeria							
Faberge Limited	FABERGE	Algeria	DZ/T/2007/2188 88130	5 Aug 2007	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,35,36,39,41,42,43,44		Registered
Faberge Limited	FABERGE	Algeria	DZ/T/2007/2189 76172		5 Aug 2007	45	Registered
Andorra							
Faberge (UK) Limited	FABERGE	Andorra	31438			3,14,35	Pending
Faberge Limited	FABERGE	Andorra	4031	26194	11 Dec 1996	3,9,14,18,24,25,34	Registered
Angola							
Fabergé Services Ltd	FABERGE	Angola	45132			35	Pending
Fabergé Services Ltd	FABERGE	Angola	45133			14	Pending
Fabergé Services Ltd	FABERGE	Angola	45134			3	Pending
Anguilla							
Faberge Limited	FABERGE	Anguilla	1146	1146	27 Sep 1978	48	Registered
Antigua & Barbuda							
Faberge (UK) Limited	FABERGE	Antigua & Barbuda	1240633			3,14,35	Pending
Argentina							
Faberge (UK) Limited	FABERGE	Argentina	3573902			3	Pending
Faberge (UK) Limited	FABERGE	Argentina	3573903			14	Pending
Faberge (UK) Limited	FABERGE	Argentina	3573904			35	Pending
Faberge Limited	FABERGE	Argentina	2762856	2405190	5 Nov 2010	3	Registered
Faberge Limited	FABERGE	Argentina	2762857	2241061	29 Jul 2008	4	Registered
Faberge Limited	FABERGE	Argentina	2762858	2241062	29 Jul 2008	8	Registered
Faberge Limited	FABERGE	Argentina	2762859	2243517	20 Aug 2006	9	Registered

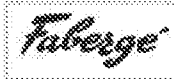
Faberge Limited	FABERGE	Argentina	2762860	2405188	5 Nov 2010	14	Registered
Faberge Limited	FABERGE	Argentina	2762861	2241063	29 Jul 2008	15	Registered
Faberge Limited	FABERGE	Argentina	2762862	2241064	29 Jul 2008	16	Registered
Faberge Limited	FABERGE	Argentina	2762863	2405189	5 Nov 2010	18	Registered
Faberge Limited	FABERGE	Argentina	2762864	2241065	29 Jul 2008	20	Registered
Faberge Limited	FABERGE	Argentina	2762865	2405874	12 Nov 2010	21	Registered
Faberge Limited	FABERGE	Argentina	2762866	2241066	29 Jul 2008	24	Registered
Faberge Limited	FABERGE	Argentina	2762867	2405875	12 Nov 2010	25	Registered
Faberge Limited	FABERGE	Argentina	2762868	2243518	20 Aug 2006	28	Registered
Faberge Limited	FABERGE	Argentina	2762869	2241068	29 Jul 2008	29	Registered
Faberge Limited	FABERGE	Argentina	2762870	2285403	8 May 2009	30	Registered
Faberge Limited	FABERGE	Argentina	2762871	2260502	27 Nov 2009	32	Registered
Faberge Limited	FABERGE	Argentina	2762873	2240858	29 Jul 2008	34	Registered
Faberge Limited	FABERGE	Argentina	2762874	2240859	29 Jul 2008	35	Registered
Faberge Limited	FABERGE	Argentina	2762875	2240860	29 Jul 2008	36	Registered
Faberge Limited	FABERGE	Argentina	2762876	2240861	29 Jul 2008	38	Registered
Faberge Limited	FABERGE	Argentina	2762877	2240862	29 Jul 2008	41	Registered
Faberge Limited	FABERGE	Argentina	2762878	2240863	29 Jul 2008	42	Registered
Faberge Limited	FABERGE	Argentina	2762879	2260568	2 Dec 2009	43	Registered

Faberge Limited	FABERGE	Argentina	2762660	2240864	29 Jul 2008	44	Registered
Faberge Limited	Fabergé	Argentina		2192367	26 Dec 2007	33	Registered
Faberge Limited	FABERGE Block Type 6	Argentina	1860583	2396485	7 Aug 1995	3	Registered



Aruba

Faberge Limited	FABERGE Signature (version 2)	Aruba	8811189	14204	14 Dec 1989	3	Registered
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Australia

Faberge (UK) Limited	FABERGE VISIONNAIRE	Australia	1299173			14	Pending
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Faberge Limited	DIAMONDS OF THE TSARS	Australia	1208329	1208329	9 Jul 2008	14	Registered
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Faberge Limited	FABERGE	Australia	1159662	1159662	5 Feb 2007	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,41,43,44	Registered
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Faberge Limited	FABERGE	Australia	1171426	1171426	13 Apr 2007	39,42	Registered
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Faberge Limited	FABERGE	Australia	298418	298418	7 Jul 1976	9	Registered
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Faberge Limited	FABERGE	Australia	97924	97924	16 Feb 1949	3	Registered
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Faberge Limited	FABERGE & 'F' Blocks Device	Australia	257160	257160	30 Mar 1972	25	Registered
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Faberge Limited	FABERGE EGG	Australia	1200285	1200285	20 Sep 2007	14,20,21	Registered
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Faberge Limited	FABERGE STYLE	Australia	1200284	1200284	20 Sep 2007	14,18,20,21,25,42	Registered
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Faberge Limited	FROM RUSSIA WITH LOVE	Australia	1169841	1169841	12 Dec 2007	14	Registered
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Applicant	Trademark	Country	Reg. No.	Int. No.	Reg. Date	Class	Status
Faberge Limited	WORKMASTER	Australia	1232982	1232982	1 Apr 2008	8,9,14,18,20,21,24,25,41,42	Registered
Faberge Ltd	VIERA	Australia	1552195	1552195	17 Apr 2013	14	Registered
Austria							
Faberge Limited	FABERGE	Austria	1332/1956	35210	24 Sep 1956	2,3	Registered
Faberge Limited	FABERGE	Austria	1962/1986	115247	16 Feb 1987	14	Registered
Azerbaijan							
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Azerbaijan	1261979			14,35	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	Azerbaijan	1299173			14	Pending
Faberge Limited	Fabergé	Azerbaijan		20000712	7 Jun 2000	33	Registered
Faberge Ltd	FABERGE	Azerbaijan	201330565	20141511	23 Oct 2013	14,35	Registered
Bahamas							
Faberge Limited	FABERGE	Bahamas	30830	30830	3 Aug 2007	38	Registered
Faberge Limited	FABERGE	Bahamas	30831	30831	3 Aug 2007	39	Registered
Faberge Limited	FABERGE	Bahamas	30832	30832	3 Aug 2007	41	Registered
Faberge Limited	FABERGE	Bahamas	30833	30833	3 Aug 2007	42	Registered
Faberge Limited	FABERGE	Bahamas	30834	30834	3 Aug 2007	43	Registered
Faberge Limited	FABERGE	Bahamas	30835	30835	3 Aug 2007	44	Registered
Faberge Limited	FABERGE	Bahamas	30836	30836	3 Aug 2007	47	Registered
Faberge Limited	FABERGE	Bahamas	30837	30837	3 Aug 2007	48	Registered
Faberge Limited	FABERGE	Bahamas	30838	30838	3 Aug 2007	49	Registered
Faberge Limited	FABERGE	Bahamas	30839	30839	3 Aug 2007	50	Registered

Faberge Limited	FABERGE	Bahamas	30840	30840	3 Aug 2007	8	Registered
Faberge Limited	FABERGE	Bahamas	30841	30841	3 Aug 2007	9	Registered
Faberge Limited	FABERGE	Bahamas	30842	30842	3 Aug 2007	10	Registered
Faberge Limited	FABERGE	Bahamas	30843	30843	3 Aug 2007	12	Registered
Faberge Limited	FABERGE	Bahamas	30844	30844	3 Aug 2007	14	Registered
Faberge Limited	FABERGE	Bahamas	30845	30845	3 Aug 2007	15	Registered
Faberge Limited	FABERGE	Bahamas	30846	30846	3 Aug 2007	16	Registered
Faberge Limited	FABERGE	Bahamas	30847	30847	3 Aug 2007	24	Registered
Faberge Limited	FABERGE	Bahamas	30848	30848	3 Aug 2007	28	Registered
Faberge Limited	FABERGE	Bahamas	30849	30849	3 Aug 2007	37	Registered

Bahrain

Faberge Limited	FABERGE	Bahrain	54837	54837	1 Aug 2007	36	Registered
Faberge Limited	FABERGE	Bahrain	58418	58418	1 Aug 2007	3	Registered
Faberge Limited	FABERGE	Bahrain	58419	58419	1 Aug 2007	4	Registered
Faberge Limited	FABERGE	Bahrain	58420	58420	1 Aug 2007	8	Registered
Faberge Limited	FABERGE	Bahrain	58421	58421	1 Aug 2007	9	Registered
Faberge Limited	FABERGE	Bahrain	58422	58422	1 Aug 2007	14	Registered
Faberge Limited	FABERGE	Bahrain	58423	58423	1 Aug 2007	15	Registered
Faberge Limited	FABERGE	Bahrain	58424	58424	1 Aug 2007	16	Registered
Faberge Limited	FABERGE	Bahrain	58425	58425	1 Aug 2007	18	Registered

Faberge Limited	FABERGE	Bahrain	58426	58426	1 Aug 2007	20	Registered
Faberge Limited	FABERGE	Bahrain	58427	58427	1 Aug 2007	21	Registered
Faberge Limited	FABERGE	Bahrain	58428	58428	1 Aug 2007	24	Registered
Faberge Limited	FABERGE	Bahrain	58429	58429	1 Aug 2007	25	Registered
Faberge Limited	FABERGE	Bahrain	58430	58430	1 Aug 2007	28	Registered
Faberge Limited	FABERGE	Bahrain	58431	58431	1 Aug 2007	29	Registered
Faberge Limited	FABERGE	Bahrain	58432	58432	1 Aug 2007	30	Registered
Faberge Limited	FABERGE	Bahrain	58433	58433	1 Aug 2007	32	Registered
Faberge Limited	FABERGE	Bahrain	58434	58434	1 Aug 2007	33	Registered
Faberge Limited	FABERGE	Bahrain	58435	58435	1 Aug 2007	34	Registered
Faberge Limited	FABERGE	Bahrain	58436	58436	1 Aug 2007	35	Registered
Faberge Limited	FABERGE	Bahrain	58438	58438	1 Aug 2007	39	Registered
Faberge Limited	FABERGE	Bahrain	58439	58439	1 Aug 2007	41	Registered
Faberge Limited	FABERGE	Bahrain	58440	58440	1 Aug 2007	42	Registered
Faberge Limited	FABERGE	Bahrain	58441	58441	1 Aug 2007	43	Registered
Faberge Limited	FABERGE	Bahrain	58442	58442	1 Aug 2007	44	Registered
Faberge Limited	FABERGE	Bahrain	58443	58443	1 Aug 2007	45	Registered
Benelux							
Faberge Limited	FABERGE ARTS FOUNDATION	Benelux	784531	616193	14 Aug 1992	35,36,41	Registered

Bolivia

Faberge Limited	FABERGE	Bolivia	1287-2012	140445	16 Oct 2012	14	Registered
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Faberge Limited	FABERGE	Bolivia	1288-2012	140446	16 Oct 2012	21	Registered
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Faberge Limited	FABERGE Signature (version 2)	Bolivia	8905-C	76331-A	11 May 1949	3	Registered
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Botswana

Faberge Limited	FABERGE	Botswana	BW/M/07/00535	BW/M/07/00535	Aug 2007	3, 4, 8, 9, 14, 15, 16, 18, 20, 21, 24, 25, 28, 29, 30, 32, 33, 34, 35, 36, 39, 41, 42, 43, 44	Registered
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Faberge Limited	FABERGE	Botswana	BW/M/97/00167	BW/M/97/00167	29 May 1997	3	Registered
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Brazil

Faberge Limited	DIAMONDS OF THE TSARS	Brazil	829475320	829475320	9 Aug 2011	14	Registered
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Faberge Limited	FABERGE	Brazil	820551066	820551066	30 Nov 1999	14	Registered
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Faberge Limited	FABERGE	Brazil	829281908	829281908	3 Apr 2012	25	Registered
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Faberge Limited	FABERGE	Brazil	829281924	829281924	3 Apr 2012	4	Registered
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Faberge Limited	FABERGE	Brazil	829281940	829281940	6 Jan 2015	8	Registered
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Faberge Limited	FABERGE	Brazil	829281975	829281975	5 Mar 2013	9	Registered
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Faberge Limited	FABERGE	Brazil	829281983	829281983	5 Mar 2013	28	Registered
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Faberge Limited	FABERGE	Brazil	829281991	829281991	5 Mar 2013	14	Registered
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Faberge Limited	FABERGE	Brazil	829282009	829282009	22 Oct 2013	29	Registered
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Faberge Limited	FABERGE	Brazil	829282026	829282026	25 Sep 2012	30	Registered
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Faberge Limited	FABERGE	Brazil	829282033	829282033	5 Mar 2013	16	Registered
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Faberge Limited	FABERGE	Brazil	829282041	829282041	1 Jun 2010	32	Registered
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Faberge Limited	FABERGE	Brazil	829282050	829282050	5 Mar 2013	18	Registered
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Faberge Limited	FABERGE	Brazil	829282068	829282068	3 Apr 2012	20	Registered
Faberge Limited	FABERGE	Brazil	829282076	829282076	27 Dec 2011	33	Registered
Faberge Limited	FABERGE	Brazil	829282084	829282084	3 Apr 2012	34	Registered
Faberge Limited	FABERGE	Brazil	829282092	829282092	3 Apr 2012	21	Registered
Faberge Limited	FABERGE	Brazil	829282106	829282106	2 Oct 2012	35	Registered
Faberge Limited	FABERGE	Brazil	829282114	829282114	3 Apr 2012	24	Registered
Faberge Limited	FABERGE	Brazil	829282122	829282122	3 Jan 2012	36	Registered
Faberge Limited	FABERGE	Brazil	829282130	829282130	7 Feb 2012	39	Registered
Faberge Limited	FABERGE	Brazil	829282157	829282157	20 Mar 2012	41	Registered
Faberge Limited	FABERGE	Brazil	829282173	829282173	14 Feb 2012	42	Registered
Faberge Limited	FABERGE	Brazil	829282181	829282181	27 Sep 2011	43	Registered
Faberge Limited	FABERGE	Brazil	829282190	829282190	18 May 2010	44	Registered
Faberge Limited	FABERGE	Brazil	829282416	829282416	5 Mar 2013	3	Registered
Faberge Limited	FABERGE Signature (version 2)	Brazil	3309312	3309312	8 Oct 1946	3	Registered
							
Faberge Limited	FROM RUSSIA WITH LOVE	Brazil	829141359			14	Pending
Faberge Limited	WORKMASTER	Brazil	901037346	901037346	28 Dec 2010	8	Registered
Faberge Limited	WORKMASTER	Brazil	901037435	901037435	13 Oct 2010	9	Registered
Faberge Limited	WORKMASTER	Brazil	901037494	901037494	13 Oct 2010	14	Registered

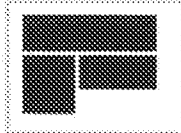
Faberge Limited	WORKMASTER	Brazil	901037532	901037532	13 Oct 2010	18	Registered
Faberge Limited	WORKMASTER	Brazil	901037540	901037540	13 Oct 2010	20	Registered
Faberge Limited	WORKMASTER	Brazil	901037567	901037567	13 Oct 2010	21	Registered
Faberge Limited	WORKMASTER	Brazil	901037583	901037583	28 Dec 2010	24	Registered
Faberge Limited	WORKMASTER	Brazil	901037605	901037605	28 Dec 2010	25	Registered
Faberge Limited	WORKMASTER	Brazil	901037656	901037656	19 Oct 2010	41	Registered
Faberge Limited	WORKMASTER	Brazil	901037672	901037672	6 Sep 2011	42	Registered

Brunei Darussalam

Faberge Services Limited	FABERGE	Brunei Darussalam	46671			3,14,35	Pending
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Canada

Faberge (UK) Limited	FABERGE	Canada	1820146			3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Canada	1763418			14	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	Canada	1763417			14	Pending
Faberge (UK) Limited	LIFE IN COLOUR	Canada	1803430			14	Pending
Faberge (UK) Limited	VISIONNAIRE	Canada	1815844			14	Pending
Faberge Limited	FABERGE	Canada	1109279	590215	18 Sep 2003	14,21	Registered
Faberge Limited	FABERGE	Canada	1358451	TMA747069	8 Sep 2009	3,4,9,14,21,28,35	Registered
Faberge Limited	FABERGE	Canada	182150	20323	12 Feb 1943	3	Registered
Faberge Limited	FABERGE	Canada	396249	219354	4 Mar 1977	9	Registered
Faberge Limited	FABERGE	Canada	433864	343181	29 Jul 1988	14	Registered

Faberge Limited	FABERGE	Canada	531936	338686	31 Mar 1988	3	Registered
Faberge Limited	FABERGE	Canada	851497	626576	24 Nov 2004	8	Registered
Faberge Limited	FABERGE EGG	Canada	1364900	TMA778116	24 Sep 2010	14,20,21	Registered
Faberge Limited	Faberge 'F' Blocks Device	Canada	340442	190913	11 May 1973	3,14,25,26	Registered
							
Faberge Limited	FABERGE STYLE	Canada	1364901	795023	7 Apr 2011	14,18,20,21,25,42	Registered
Faberge Limited	FROM RUSSIA WITH LOVE	Canada	1341907			14	Pending




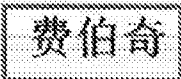
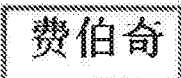
Chile

Faberge Limited	FABERGE	Chile	407.673	870.204	15 Nov 2009	14	Registered
Faberge Limited	FABERGE	Chile	747.811	779935	17 Dec 2006	3	Registered
Faberge Limited	FABERGE	Chile	783723	817199	22 May 2008	9	Registered
Faberge Limited	FABERGE	Chile	783724	867384	20 Nov 2009	25	Registered
Faberge Limited	FABERGE	Chile	783725	856926	5 Aug 2009	3	Registered
Faberge Limited	FABERGE	Chile	783726	866268	13 Nov 2009	14	Registered
Faberge Limited	FABERGE	Chile	783727	817497	26 May 2008	18	Registered
Faberge Limited	FABERGE	Chile	783728	817498	26 May 2008	21	Registered

China

Faberge (UK) Limited	FABERGE	China	1241606			3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,26,29,30,32,33,34,35,36,39,41,42,43,44	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	China	1261979			14,36	Pending

Faberge (UK) Limited	FABERGE VISIONNAIRE	China	1299173			14	Pending
Faberge Limited	FABERGE	China	6197259	6197259	28 Mar 2010	43	Registered
Faberge Limited	FABERGE	China	6197260	6197260	14 Jun 2010	42	Registered
Faberge Limited	FABERGE	China	6197261	6197261	21 Jun 2010	41	Registered
Faberge Limited	FABERGE	China	6197262	6197262	7 Jun 2010	39	Registered
Faberge Limited	FABERGE	China	6197484	6197484	7 Feb 2010	21	Registered
Faberge Limited	FABERGE	China	6197485	6197485	7 Feb 2010	20	Registered
Faberge Limited	FABERGE	China	6197486	6197486	28 Mar 2010	18	Registered
Faberge Limited	FABERGE	China	6197487	6197487	14 Feb 2010	16	Registered
Faberge Limited	FABERGE	China	6197488	6197488	14 Jan 2010	15	Registered
Faberge Limited	FABERGE	China	6197489	6197489	21 Mar 2010	14	Registered
Faberge Limited	FABERGE	China	6197490	6197490	20 Feb 2011	9	Registered
Faberge Limited	FABERGE	China	6197491	6197491	26 Feb 2010	8	Registered
Faberge Limited	FABERGE	China	6197492	6197492	21 Jan 2011	4	Registered
Faberge Limited	FABERGE	China	6197493	6197493	28 Apr 2010	3	Registered
Faberge Limited	FABERGE	China	6197544	6197544	21 Mar 2010	36	Registered
Faberge Limited	FABERGE	China	6197545	6197545	21 Jun 2010	35	Registered
Faberge Limited	FABERGE	China	6197547	6197547	21 Jan 2011	33	Registered
Faberge Limited	FABERGE	China	6197548	6197548	21 Jan 2010	32	Registered

Faberge Limited	FABERGE	China	6197549	6197549	21 Jan 2010	30	Registered
Faberge Limited	FABERGE	China	6197550	6197550	14 Sep 2009	29	Registered
Faberge Limited	FABERGE	China	6197551	6197551	28 Mar 2010	28	Registered
Faberge Limited	FABERGE	China	6197553	6197553	28 Mar 2010	24	Registered
Faberge Limited	FABERGE	China	6197729	6197729	28 Mar 2010	44	Registered
Faberge Limited	FABERGE	China	9800020189	1260498	7 Apr 1999	14	Registered
Faberge Limited	FABERGE in Chinese Characters	China	6338522	6338522	28 Feb 2010	14	Registered
							
Faberge Limited	FABERGE in Chinese Characters	China	6338542	6338542	28 Feb 2010	21	Registered
							
Faberge Limited	FABERGE in Chinese Characters	China	6338543	6338543	28 Feb 2010	20	Registered
							
Faberge Limited	FABERGE in Chinese Characters	China	6338544	6338544	21 May 2010	18	Registered
							
Faberge Limited	FABERGE in Chinese Characters	China	8777816	8777816	28 Dec 2011	9	Registered
							
Faberge Limited	ROMANOV COLLECTION	China	10645333	10645333	7 Feb 2014	14	Registered
Faberge Limited	WORKMASTER	China	6650099	6650099	21 May 2010	9	Registered
Faberge Limited	WORKMASTER	China	6650100	6650100	28 Sep 2010	8	Registered
Faberge Limited	WORKMASTER	China	6650102	6650102	28 Mar 2010	20	Registered

Faberge Limited	WORKMASTER	China	6650103	6650103	21 Jul 2010	18	Registered
Faberge Limited	WORKMASTER	China	6650104	6650104	28 Aug 2010	42	Registered
Faberge Limited	WORKMASTER	China	6650105	6650105	28 Aug 2010	41	Registered
Faberge Limited	WORKMASTER	China	6650107	6650107	21 Jul 2010	24	Registered
Faberge Limited	WORKMASTER	China	6650108	6650108	28 Mar 2010	21	Registered
Faberge Limited	WORKMASTER	China	6650118	6650118	28 Mar 2010	14	Registered
Fabergé Ltd	FABERGE THE ART OF COLOUR	China	13112331	13112331	7 Mar 2015	14	Registered

Colombia

Faberge (UK) Limited	FABERGE	Colombia	1243000				3,4,6,9,14,16,18,19,20,21,25,29,33,35,43 Pending
Faberge Limited	FABERGE	Colombia	2007.079714	363084	29 Sep 2008	3	Registered
Faberge Limited	FABERGE	Colombia	2007.079719	364117	29 Oct 2008	9	Registered
Faberge Limited	FABERGE	Colombia	2007.079721	364113	29 Oct 2008	14	Registered
Faberge Limited	FABERGE	Colombia	2007.079727	364116	29 Oct 2008	18	Registered
Faberge Limited	FABERGE	Colombia	2007.079728	375448	27 Mar 2009	21	Registered
Faberge Limited	FABERGE	Colombia	2007.079740	372922	27 Feb 2009	25	Registered
Faberge Limited	Fabergé	Colombia		202335	31 Oct 1996	33	Registered
Faberge Limited	FEMININ DE FABERGE	Colombia	244807	471914	25 May 2007	3	Registered

Congo (Democratic Republic)

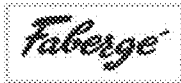
Faberge Limited	FABERGE	Congo (Democratic Republic)	NP/561/RDC/2007	12.519/2007	3 Aug 2007	14,18,25	Registered
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Costa Rica

Faberge Limited	FABERGE & 'F' Blocks Device	Costa Rica	1900-4487303	44873	25 Aug 1972	3	Registered
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**FABERGE Signature
(version 2)**

Faberge Limited  Costa Rica 1900-847703 8477 26 Sep 1946 3 Registered

Croatia

Faberge Limited **FABERGE** Croatia Z-20071299A Z.20071299 10 Mar 2010 3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44 Registered

Cuba

Faberge (UK) Limited **FABERGE** Cuba 1240633 3,14,35 Pending

Faberge Limited **FABERGE** Cuba 64373 64373 6 Nov 1942 3 Registered

Djibouti

Faberge Limited **FABERGE** Djibouti 206/07/RADM 206/07/RADM 27 Jul 2007 3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44 Registered

Dominican Republic

Faberge Servicios Ltd **FABERGE** Dominican Republic 2015-16312 224578 15 Sep 2016 3,14,35 Registered

Ecuador

Faberge Limited **Fabergé** Ecuador DNPI-2561-96-MICIP 14 Nov 1996 33 Registered

Egypt

Faberge Limited **FABERGE** Egypt 205055 205055 2 Aug 2007 3 Registered

Faberge Limited **FABERGE** Egypt 205056 205056 2 Aug 2007 4 Registered

Faberge Limited **FABERGE** Egypt 205057 205057 2 Aug 2007 8 Registered

Faberge Limited **FABERGE** Egypt 205058 205058 2 Aug 2007 9 Registered

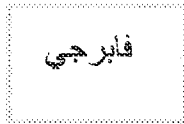
Faberge Limited **FABERGE** Egypt 205059 205059 2 Aug 2007 14 Registered

Faberge Limited **FABERGE** Egypt 205060 205060 2 Aug 2007 15 Registered

Faberge Limited **FABERGE** Egypt 205061 205061 2 Aug 2007 16 Registered

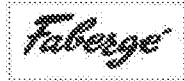
Faberge Limited	FABERGE	Egypt	205062	205062	2 Aug 2007	18	Registered
Faberge Limited	FABERGE	Egypt	205063	205063	2 Aug 2007	20	Registered
Faberge Limited	FABERGE	Egypt	205064	205064	2 Aug 2007	21	Registered
Faberge Limited	FABERGE	Egypt	205065	205065	2 Aug 2007	24	Registered
Faberge Limited	FABERGE	Egypt	205066	205066	2 Aug 2007	25	Registered
Faberge Limited	FABERGE	Egypt	205067	205067	2 Aug 2007	28	Registered
Faberge Limited	FABERGE	Egypt	205068	205068	2 Aug 2007	29	Registered
Faberge Limited	FABERGE	Egypt	205069	205069	2 Aug 2007	30	Registered
Faberge Limited	FABERGE	Egypt	205070	205070	2 Aug 2007	32	Registered
Faberge Limited	FABERGE	Egypt	205071	205071	2 Aug 2007	33	Registered
Faberge Limited	FABERGE	Egypt	205072			34	Pending
Faberge Limited	FABERGE	Egypt	205073	205073	2 Aug 2007	35	Registered
Faberge Limited	FABERGE	Egypt	205074	205074	2 Aug 2007	36	Registered
Faberge Limited	FABERGE	Egypt	205075	205075	2 Aug 2007	39	Registered
Faberge Limited	FABERGE	Egypt	205076	205076	2 Aug 2007	41	Registered
Faberge Limited	FABERGE	Egypt	205077	205077	2 Aug 2007	42	Registered
Faberge Limited	FABERGE	Egypt	205078	205078	2 Aug 2007	43	Registered
Faberge Limited	FABERGE	Egypt	205079	205079	2 Aug 2007	44	Registered
Faberge Limited	FABERGE	Egypt	205080	205080	2 Aug 2007	45	Registered

Faberge Limited	FABERGE (in Arabic)	Egypt	252723	252723	12 Apr 2012	14	Registered
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El Salvador

Faberge Limited	FABERGE Signature (version 2)	El Salvador	16951 FOL. 35-36 BK.	271	23 Aug 1949	3	Registered
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Estonia

Faberge Limited	FABERGE	Estonia	9600541	24314	11 Sep 1997	3	Registered
Faberge Limited	Fabergé	Estonia	9401029	21889	14 Jan 1997	33	Registered

EUTM

Faberge (UK) Limited	CARL FABERGE	EUTM	15037278	15037278	May 2016	3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge (UK) Limited	COLOURS OF LOVE	EUTM	14867766	14867766	29 Aug 2016	3,14,35	Registered
Faberge (UK) Limited	DALLIANCE	EUTM	15078322	15078322	3 Jun 2016	14,35	Registered
Faberge (UK) Limited	FABERGE	EUTM	12465423	12465423	Dec 2013	3,4,8,9,11,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge (UK) Limited	FABERGE	EUTM	13041744	13041744	30 Jun 2014	6,16,19	Registered
Faberge (UK) Limited	FABERGE	EUTM	5871797	5871797	7 Feb 2007	4,20,24,28,32,35,41,43,44	Registered
Faberge (UK) Limited	FABERGE ALTRUIST	EUTM	15078314	15078314	30 May 2016	14,35	Registered
Faberge (UK) Limited	FABERGE HERITAGE	EUTM	15613599	15613599	1 Nov 2016	14,35,41	Registered
Faberge (UK) Limited	FABERGE MUSEUM	EUTM	13482674	13482674	20 Apr 2015	3,14,16,18,20,21,25,35,41,42,43	Registered
Faberge (UK) Limited	FABERGE THE ART OF COLOUR	EUTM	12073813	12073813	19 Aug 2013	14	Registered
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	EUTM	13701891	13701891	28 May 2015	14,35	Registered

Faberge (UK) Limited	FABERGE VISIONNAIRE	EUTM	14773956	14773956	1 Mar 2016	14	Registered
Faberge (UK) Limited	FROM RUSSIA WITH LOVE	EUTM	15813851			3,9,14,16,18,25	Pending
Faberge (UK) Limited	LADY LEVITY	EUTM	15078298	15078298	3 Jun 2016	3,14,35	Registered
Faberge (UK) Limited	LADY LIBERTINE	EUTM	15078306	15078306	3 Jun 2016	3,14,35	Registered
Faberge (UK) Limited	PETER CARL FABERGE	EUTM	15037286	15037286	13 May 2016	14	Registered
Faberge (UK) Limited	SAY YES IN COLOUR	EUTM	15892706	15892706	23 Jan 2017	14	Registered
Faberge (UK) Limited	THE THREE COLOURS OF LOVE	EUTM	15542855	15542855	7 Oct 2016	14	Registered
Fabergé (UK) Ltd	OUR HERITAGE YOUR LEGACY	EUTM	14482624			3,6,14,16,18,19,20,21,35	Pending
Faberge Ltd	CARL FABERGE	EUTM	8292914	8292914	11 May 2009	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge Ltd	Carl Fabergé AWARD & Device	EUTM	4013363	4013363	7 Sep 2004	16,35,41	Registered
							
Faberge Ltd	Carl Fabergé Head Device	EUTM	8670432	8670432	6 Nov 2008	14,18,35,41,42	Registered
							
Faberge Ltd	CARL FABERGE MUSEUM	EUTM	8292617	8292617	11 May 2009	3,14,16,18,20,21,25,35,41,43	Registered
Faberge Ltd	DIAMONDS OF THE TSARS	EUTM	6405179	6405179	30 Oct 2007	14,21	Registered
Faberge Ltd	EGGS FABERGE	EUTM	10045417	10045417	14 Jun 2011	29,30,43	Registered
Faberge Ltd	FABERGE	EUTM	6073977	6073977	5 Jul 2007	39,42	Registered

Faberge Ltd	FABERGE EGG	EUTM	6288286	6288286	18 Sep 2007	14,20,21	Registered
Faberge Ltd	FABERGE INSPIRED	EUTM	9563297	9563297	30 Nov 2010	14,18,20,21,42	Registered
Faberge Ltd	FABERGE STYLE	EUTM	6288278	6288278	18 Sep 2007	9,14,18,20,21,25,42	Registered
Faberge Ltd	FABERGE WATCH FACE DESIGN	EUTM	8561656	8561656	20 Sep 2009	3,14,18	Registered
							
Faberge Ltd	FEU BLANC	EUTM	8158024	8158024	16 Mar 2009	14,35,41	Registered
Faberge Ltd	FROM RUSSIA WITH LOVE	EUTM	10312551	10312551	4 Oct 2011	14,20,21,32,33	Registered
Faberge Ltd	HOUSE OF FABERGE	EUTM	6977052	6977052	10 Jun 2008	14,21,35,41,42,43	Registered
Faberge Ltd	MENAGE A BOIS	EUTM	9563339	9563339	30 Nov 2010	14,20,21	Registered
Faberge Ltd	MIR FABERGE	EUTM	9493818	9493818	3 Nov 2010	14,36,41	Registered
Faberge Ltd	PETER CARL FABERGE	EUTM	8298739	8298739	13 May 2009	3,14,16,18,20,21,25,35,41,43	Registered
Faberge Ltd	ROMANOV COLLECTION	EUTM	9939547	9939547	4 May 2011	14,21,41,42	Registered
Faberge Ltd	VIERA	EUTM	11744323	11744323	16 Apr 2013	14	Registered
Faberge Ltd	WORKMASTER	EUTM	6276612	6276612	13 Sep 2007	14,21	Registered
Faberge Ltd	WORKMASTER	EUTM	6775167	6775167	23 Mar 2008	8,9,14,18,20,21,24,25,41,42	Registered
Faberge Ltd	ZHIVAGO	EUTM	10045706	10045706	14 Jun 2011	14,20,21	Registered
Faberge Ltd	FABERGE THE ART OF GIFTING	EUTM	12636833	12636833	25 Feb 2014	3,4,14,16,18,20,21,35	Registered

Fiji

Faberge Limited	FABERGE	Fiji	14187	5645	29 Sep 1967	48	Registered
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Finland


Faberge Limited	FABERGE	Finland	T196501805	51959	20 Mar 1968	3,5	Registered
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France

Faberge Ltd	FABERGE	France	1434725	1434725	27 Mar 1953	3,5,18,20,21,25,34	Registered
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Faberge Ltd	FABERGE	France	277751	1463584	9 May 1978	8,11,16,32,33	Registered
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FABERGE Signature on Black Background

Faberge Ltd		France	51155	1472997	7 Nov 1945	3,5,18,20,21,25,34	Registered
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Georgia

Faberge Limited	FABERGE	Georgia	7828/03	4193	12 Dec 1996	3,5,8,9,14,16,18,24,25,34	Registered
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Faberge Limited	Fabergé	Georgia		2952	6 Sep 1996	33	Registered
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Faberge Limited	HOUSE OF IGOR CARL FABERGE	Georgia	11270/03	5780	3 Jul 1997	6,8,14,15,16,18,19,20,21,25,34	Registered
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Faberge Limited	IGOR CARL FABERGE	Georgia	10578/03	4373	20 Jan 1997	6,8,14,16,20,21,34	Registered
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Germany

Faberge Ltd	FABERGE	Germany	E29300/3WZ	1184222	13 Jan 1990	3,9,14,18,24,25,26,27	Registered
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Faberge Ltd	FABERGE	Germany	F23531	905936	10 Jun 1972	5,21,25	Registered
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Faberge Ltd	FABERGE	Germany	F28548/3WZ	1062600	3 Feb 1979	3,5,21,24,25,26	Registered
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Ghana

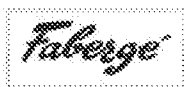
Faberge (UK) Limited	FABERGE	Ghana	1240633			3,14,35	Pending
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FABERGE Block Type 4

Faberge Limited		Ghana	12132	12132	14 Nov 1962	48	Registered
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Grenada

Faberge Limited	FABERGE Signature (version 2)	Grenada	31/1949	31/1949	30 Nov 1949	3	Registered
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**Guatemala**

Applicant	Trademark	Country	Class	Registration No.	Priority Date	Term	Status
Faberge (UK) Limited	FABERGÉ	Guatemala	2015-005257			9	Pending
Faberge (UK) Limited	FABERGÉ	Guatemala	2015-005303			14	Pending
Faberge (UK) Limited	FABERGÉ	Guatemala	2015-005304			4	Pending
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005254			33	Pending
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005255	216132	25 Jul 2016	29	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005259	216131	25 Jul 2016	18	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005262	216130	25 Jul 2016	19	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005263			20	Pending
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005264	217427	29 Aug 2016	21	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005265	217429	31 Aug 2016	16	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005267	216129	25 Jul 2016	6	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005269			3	Pending
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005271	216079	22 Jul 2016	35	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005272	216078	22 Jul 2016	43	Registered
Fabergé (UK) Limited	FABERGÉ	Guatemala	2015-005273	217390	29 Aug 2016	25	Registered

Hong Kong

Faberge (UK) Limited	FABERGÉ THE ART OF COLOUR	Hong Kong	303591513			14	Pending
Faberge (UK) Limited	FABERGÉ THE ARTIST JEWELLER	Hong Kong	303294937	303294937	5 Feb 2015	14,35	Registered

Faberge (UK) Limited	FABERGE VISIONNAIRE	Hong Kong	303591504			14	Pending
Faberge (UK) Limited	LIFE IN COLOUR	Hong Kong	303926070			14	Pending
Faberge (UK) Limited	VISIONNAIRE	Hong Kong	304005314			14	Pending
Faberge Limited	FABERGE	Hong Kong	2336/86	3564/90	28 Jun 1986	14	Registered
Faberge Limited	FABERGE	Hong Kong	301074410	301074410	18 Mar 2008	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge Limited	ROMANOV COLLECTION	Hong Kong	302194470	302194470	19 Mar 2012	14	Registered
Faberge Limited	WORKMASTER	Hong Kong	301081449	301081449	28 Mar 2008	8,9,14,18,20,21,24,41,42	Registered
Faberge Ltd	VIERA	Hong Kong	302581551	302581551	17 Apr 2013	14	Registered
Faberge Services Limited	FABERGE	Hong Kong	303033837	303033837	13 Jun 2014	3,4,8,9,11,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Fabergé Services Ltd	FABERGE	Hong Kong	303146878	303146878	24 Sep 2014	6,19	Registered

Iceland

Faberge Limited	FABERGE	Iceland	2353/2007	394/2009	29 Jun 2009	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge Limited	Fabergé	Iceland	90/1995	949/1996	18 Sep 1996	33	Registered

India

Faberge (UK) Limited	FABERGE	India	1241606			3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Pending
Faberge (UK) Limited	FABERGE THE ART OF COLOUR	India	1282983			14	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	India	1261979			14,35	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	India	1299173			14	Pending

Faberge Limited	FABERGE	India	1448460	1448460	27 Apr 2006	14	Registered
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Faberge Limited	FABERGE	India	1582870	1582870	23 Jul 2007	4,8,9,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42	Registered
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Faberge Limited	FABERGE	India	1948507			3,14	Pending
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Faberge Limited	FROM RUSSIA WITH LOVE	India	1617280	1617280	1 Nov 2007	14	Registered
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Faberge Limited	WORKMASTER	India	1670267	1670267	28 Mar 2008	8,9,14,18,20,21,24,25,41,42	Registered
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Faberge Ltd	DIAMONDS OF THE TSARS	India	1617281	1617281	1 Nov 2007	14	Registered
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Indonesia							
Faberge (UK) Limited	FABERGE	Indonesia	D002017006034			14	Pending
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Faberge (UK) Limited	FABERGE	Indonesia	D002017006038			3	Pending
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Faberge (UK) Limited	FABERGE	Indonesia	J002017006032			35	Pending
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Faberge Limited	CARL FABERGE	Indonesia	D002012015997		9 Apr 2012	14	Registered
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Faberge Limited	FABERGE	Indonesia	426074	IDM000291761	23 Aug 1998	3	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025256	IDM000192982	11 Feb 2009	28	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025258	IDM000192983	11 Feb 2009	25	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025260	IDM000193706	19 Feb 2009	29	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025266	IDM000195257	1 Aug 2007	4	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025267	IDM000195139	1 Aug 2007	34	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025268	IDM000194695	1 Aug 2007	33	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025269	IDM000193707	19 Feb 2009	32	Registered
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Faberge Limited	FABERGE	Indonesia	D002007025271	IDM000193708	19 Feb 2009	30	Registered


Faberge Limited	FABERGE	Indonesia	D002007025230	IDM000192991	11 Feb 2009	24	Registered
Faberge Limited	FABERGE	Indonesia	D002007025231	IDM000195140	2 Mar 2009	21	Registered
Faberge Limited	FABERGE	Indonesia	D002007025232	IDM000195141	2 Mar 2009	20	Registered
Faberge Limited	FABERGE	Indonesia	D002007025233	IDM000195142	2 Mar 2009	18	Registered
Faberge Limited	FABERGE	Indonesia	D002007025235	IDM000195450	2 Mar 2009	16	Registered
Faberge Limited	FABERGE	Indonesia	D002007025236	IDM000195451	2 Mar 2009	15	Registered
Faberge Limited	FABERGE	Indonesia	D002007025237	IDM000294524	16 Feb 2011	14	Registered
Faberge Limited	FABERGE	Indonesia	D002007025238	IDM000296166	25 Feb 2011	9	Registered
Faberge Limited	FABERGE	Indonesia	D002007025239	IDM000201538	21 Apr 2009	8	Registered
Faberge Limited	FABERGE	Indonesia	D002007025290	IDM000281584	1 Aug 2007	3	Registered
Faberge Limited	FABERGE	Indonesia	D9805704	IDM000245136	3 Apr 1998	14	Registered
Faberge Limited	FABERGE	Indonesia	J002007025262	IDM000192984	11 Feb 2009	39	Registered
Faberge Limited	FABERGE	Indonesia	J002007025263	IDM000192985	11 Feb 2009	36	Registered
Faberge Limited	FABERGE	Indonesia	J002007025264	IDM000192986	11 Feb 2009	35	Registered
Faberge Limited	FABERGE	Indonesia	J002007025272	IDM000192987	11 Feb 2009	44	Registered
Faberge Limited	FABERGE	Indonesia	J002007025273	IDM000192988	11 Feb 2009	43	Registered
Faberge Limited	FABERGE	Indonesia	J002007025275	IDM000192989	11 Feb 2009	42	Registered
Faberge Limited	FABERGE	Indonesia	J002007025277	IDM000192990	11 Feb 2009	41	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015726	IDM000227891	23 Nov 2009	8	Registered

Faberge Limited	WORKMASTER	Indonesia	D002008015728	IDM000227892	23 Nov 2009	9	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015730	IDM000227893	23 Nov 2009	14	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015732	IDM000227894	23 Nov 2009	18	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015734	IDM000227895	23 Nov 2009	20	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015735	IDM000227896	23 Nov 2009	21	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015738	IDM000274576	5 Oct 2010	24	Registered
Faberge Limited	WORKMASTER	Indonesia	D002008015737	IDM000326839	11 Oct 2011	25	Registered
Faberge Limited	WORKMASTER	Indonesia	J00200801540	IDM000237101	17 Feb 2010	42	Registered
Faberge Limited	WORKMASTER	Indonesia	J002008015738	IDM000237100	17 Feb 2010	41	Registered

Iran

Faberge Limited	FABERGE	Iran	86051021	153781	4 May 2008	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,34,35,36,41,43,44	Registered
Faberge Limited	FABERGE	Iran	86051022	153789	4 May 2008	15,24,35,36,41,43,44,45	Registered
Faberge Limited	FABERGE	Iran	86051023	154747	8 May 2008	39,42	Registered

FABERGE & Cyrillic 'F' Device 1

Faberge Limited		Iran	72534	49525	5 Jun 1978	14	Registered
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Iraq

Faberge Limited	FABERGE	Iraq	51071			3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,41,43,44,45	Pending
Faberge Limited	FABERGE	Iraq	51072			39,42	Pending

Israel

Faberge Limited	DIAMONDS OF THE TSARS	Israel	205284	205284	1 Nov 2007	14	Registered
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Faberge Limited	FABERGE	Israel	127178	127178	5 Mar 2008	3	Registered
Faberge Limited	FABERGE	Israel	201197	201197	7 Oct 2008	3	Registered
Faberge Limited	FABERGE	Israel	201198	201198	7 Oct 2008	4	Registered
Faberge Limited	FABERGE	Israel	201199	201199	7 Oct 2008	8	Registered
Faberge Limited	FABERGE	Israel	201200	201200	7 Oct 2008	9	Registered
Faberge Limited	FABERGE	Israel	201201	201201	7 Oct 2008	14	Registered
Faberge Limited	FABERGE	Israel	201202	201202	7 Oct 2008	15	Registered
Faberge Limited	FABERGE	Israel	201203	201203	7 Oct 2008	16	Registered
Faberge Limited	FABERGE	Israel	201204	201204	7 Oct 2008	18	Registered
Faberge Limited	FABERGE	Israel	201205	201205	7 Oct 2008	20	Registered
Faberge Limited	FABERGE	Israel	201206	201206	7 Oct 2008	21	Registered
Faberge Limited	FABERGE	Israel	201207	201207	7 Oct 2008	24	Registered
Faberge Limited	FABERGE	Israel	201208	201208	7 Oct 2008	25	Registered
Faberge Limited	FABERGE	Israel	201209	201209	7 Oct 2008	28	Registered
Faberge Limited	FABERGE	Israel	201210	201210	7 Oct 2008	29	Registered
Faberge Limited	FABERGE	Israel	201211	201211	7 Oct 2008	30	Registered
Faberge Limited	FABERGE	Israel	201212	201212	7 Oct 2008	32	Registered
Faberge Limited	FABERGE	Israel	201213	201213	7 Oct 2008	33	Registered
Faberge Limited	FABERGE	Israel	201214	201214	7 Oct 2008	34	Registered
Faberge Limited	FABERGE	Israel	201215	201215	7 Oct 2008	35	Registered

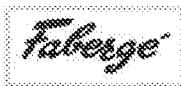
Faberge Limited	FABERGE	Israel	201216	201216	7 Oct 2008	36	Registered
Faberge Limited	FABERGE	Israel	201217	201217	7 Oct 2008	39	Registered
Faberge Limited	FABERGE	Israel	201218	201218	7 Oct 2008	41	Registered
Faberge Limited	FABERGE	Israel	201219	201219	7 Oct 2008	42	Registered
Faberge Limited	FABERGE	Israel	201220	201220	7 Oct 2008	43	Registered
Faberge Limited	FABERGE	Israel	201221	201221	7 Oct 2008	44	Registered
Faberge Limited	FROM RUSSIA WITH LOVE	Israel	199038	199038	12 Jan 2010	14	Registered
Faberge Limited	WORKMASTER	Israel	210026	210026	27 Mar 2008	8	Registered
Faberge Limited	WORKMASTER	Israel	210027	210027	27 Mar 2008	9	Registered
Faberge Limited	WORKMASTER	Israel	210028	210028	27 Mar 2008	14	Registered
Faberge Limited	WORKMASTER	Israel	210029	210029	27 Mar 2008	18	Registered
Faberge Limited	WORKMASTER	Israel	210030	210030	27 Mar 2008	20	Registered
Faberge Limited	WORKMASTER	Israel	210031	210031	27 Mar 2008	21	Registered
Faberge Limited	WORKMASTER	Israel	210032	210032	27 Mar 2008	24	Registered
Faberge Limited	WORKMASTER	Israel	210033	210033	27 Mar 2008	25	Registered
Faberge Limited	WORKMASTER	Israel	210034	210034	27 Mar 2008	41	Registered
Faberge Limited	WORKMASTER	Israel	210035	210035	27 Mar 2008	42	Registered

Italy							
Faberge Ltd	FABERGE	Italy	MI1977C034757 1314235	5 Oct 1977	3,5,9,14,16,18,20,21,24,25,26,28,34		Registered

Jamaica

Faberge (UK) Limited **FABERGE** Jamaica 71702 3,14,35 Pending

**FABERGE Signature
(version 2)**

Faberge Limited  Jamaica 4199 4199 2 Oct 1945 3 Registered

Japan

Faberge (UK) Limited **FABERGE** Japan 1241606 1241606 25 Sep 2014 3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44 Pending

Faberge (UK) Limited **FABERGE THE ART OF COLOUR** Japan 1282983 14 Pending

Faberge (UK) Limited **FABERGE VISIONNAIRE** Japan 1299173 14 Pending

Faberge (UK) Limited **FROM RUSSIA WITH LOVE** Japan 2016-000459 14 Pending

Faberge (UK) Limited **HOUSE OF FABERGE** Japan 2008-091765 5324839 21 May 2010 14,21,35,36,41,42,43 Registered

Faberge Limited **DIAMONDS OF THE TSARS** Japan 2007-113263 5181291 14 Nov 2008 14 Registered

Faberge Limited **FABERGE** Japan 2007-076824 5181262 14 Nov 2008 39,42 Registered

Faberge Limited **FABERGE** Japan 2008-091764 5532452 2 Nov 2012 3,4,8,9,14,15,16,18,20,21,24,25,27,28,29,30,32,33,34,35,36,39,41,42,43,44 Registered


Faberge Limited **FABERGE** Japan H10-18307 4242654 19 Feb 1999 14 Registered

Faberge Limited **FABERGE** Japan H10-25912 4245619 5 Mar 1999 9,18,24,25,27,30 Registered

Faberge Limited **FABERGE** Japan H10-31094 4303186 6 Aug 1999 21 Registered

Faberge Limited **Fabergé** Japan 3308507 16 May 1997 33 Registered

**FABERGE Block
Type 4**

Faberge Limited  Japan S43-389 793699 24 Sep 1968 3 Registered

Faberge Limited **FABERGE In Katakana Script #1** Japan 2008-042696 5257955 14 Aug 2009 3,14 Registered

Faberge Limited	FABERGE in Katakana Script #2	Japan	2008-042697	5257956	14 Aug 2009	3,14	Registered
Faberge Limited	FABERGE in Katakana Script #3	Japan	2008-042698	5257957	14 Aug 2009	3,14	Registered
Faberge Limited	WORKMASTER	Japan	2008-026622	5230591	15 May 2009	8,9,14,18,20,21,24,25,41,42	Registered

Jordan

Faberge Limited	FABERGE	Jordan	101261	101261	16 Oct 2007	3	Registered
Faberge Limited	FABERGE	Jordan	96070	96070	16 Oct 2007	14	Registered
Faberge Limited	FABERGE	Jordan	96071	96071	16 Oct 2007	20	Registered
Faberge Limited	FABERGE	Jordan	96072	96072	16 Oct 2007	16	Registered
Faberge Limited	FABERGE	Jordan	96073	96073	16 Oct 2007	15	Registered
Faberge Limited	FABERGE	Jordan	96074	96074	16 Oct 2007	35	Registered
Faberge Limited	FABERGE	Jordan	96075	96075	16 Oct 2007	4	Registered
Faberge Limited	FABERGE	Jordan	96076	96076	16 Oct 2007	42	Registered
Faberge Limited	FABERGE	Jordan	96077	96077	16 Oct 2007	8	Registered
Faberge Limited	FABERGE	Jordan	96078	96078	16 Oct 2007	34	Registered
Faberge Limited	FABERGE	Jordan	96079	96079	16 Oct 2007	9	Registered
Faberge Limited	FABERGE	Jordan	96080	96080	16 Oct 2007	18	Registered
Faberge Limited	FABERGE	Jordan	96081	96081	16 Oct 2007	36	Registered
Faberge Limited	FABERGE	Jordan	96082	96082	16 Oct 2007	39	Registered
Faberge Limited	FABERGE	Jordan	96083	96083	16 Oct 2007	25	Registered

Faberge Limited	FABERGE	Jordan	96084	96084	16 Oct 2007	24	Registered
Faberge Limited	FABERGE	Jordan	96085	96085	16 Oct 2007	30	Registered
Faberge Limited	FABERGE	Jordan	96086	96086	16 Oct 2007	33	Registered
Faberge Limited	FABERGE	Jordan	96087	96087	16 Oct 2007	41	Registered
Faberge Limited	FABERGE	Jordan	96211	96211	16 Oct 2007	21	Registered
Faberge Limited	FABERGE	Jordan	96213	96213	16 Oct 2007	28	Registered
Faberge Limited	FABERGE	Jordan	96214	96214	16 Oct 2007	32	Registered
Faberge Limited	FABERGE	Jordan	96230	96230	16 Oct 2007	29	Registered

Kazakhstan

Faberge (UK) Limited	FABERGE	Kazakhstan	1243000				3,4,6,9,14,16,18,19,20,21,25,29,33,35,43 Pending
Faberge Limited	FABERGE	Kazakhstan	40013	35304	19 May 2011		3,4,6,9,14,15,16,18,20,21,24,25,26,29,30,32,33,35,36,39,41,42,43,44 Registered
Faberge Limited	WORKMASTER	Kazakhstan	42594	29953	31 Mar 2008		8,9,14,18,20,21,24,25,41,42 Registered

Kenya

Faberge Limited	FABERGE Block Type 6	Kenya	KE/T/1992/C40242	KE/T/1992/040242	7 Dec 1992	3	Registered
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Kuwait

Faberge Limited	FABERGE	Kuwait	83503	73456	27 Feb 2007	3	Registered
Faberge Limited	FABERGE	Kuwait	83504	73457	27 Feb 2007	8	Registered
Faberge Limited	FABERGE	Kuwait	83505	73458	27 Feb 2007	9	Registered
Faberge Limited	FABERGE	Kuwait	83506	73459	27 Feb 2007	14	Registered
Faberge Limited	FABERGE	Kuwait	83507	73460	27 Feb 2007	16	Registered
Faberge Limited	FABERGE	Kuwait	83508	73461	27 Feb 2007	18	Registered

Faberge Limited	FABERGE	Kuwait	83509	73462	27 Feb 2007	21	Registered
Faberge Limited	FABERGE	Kuwait	83510	73463	27 Feb 2007	25	Registered
Faberge Limited	FABERGE	Kuwait	83511	73464	27 Feb 2007	29	Registered
Faberge Limited	FABERGE	Kuwait	83512	73465	27 Feb 2007	32	Registered
Faberge Limited	FABERGE	Kuwait	87465	74403	24 Jul 2007	4	Registered
Faberge Limited	FABERGE	Kuwait	87466	74404	24 Jul 2007	15	Registered
Faberge Limited	FABERGE	Kuwait	87467	74405	24 Jul 2007	20	Registered
Faberge Limited	FABERGE	Kuwait	87468	74406	24 Jul 2007	24	Registered
Faberge Limited	FABERGE	Kuwait	87469	74407	24 Jul 2007	28	Registered
Faberge Limited	FABERGE	Kuwait	87470	74408	24 Jul 2007	30	Registered
Faberge Limited	FABERGE	Kuwait	87471	74409	24 Jul 2007	34	Registered
Faberge Limited	FABERGE	Kuwait	87472	74410	24 Jul 2007	35	Registered
Faberge Limited	FABERGE	Kuwait	87473	74411	24 Jul 2007	36	Registered
Faberge Limited	FABERGE	Kuwait	87474	74412	24 Jul 2007	39	Registered
Faberge Limited	FABERGE	Kuwait	87475	74413	24 Jul 2007	41	Registered
Faberge Limited	FABERGE	Kuwait	87476	74414	24 Jul 2007	42	Registered
Faberge Limited	FABERGE & Cyrillic 'F' Device 1	Kuwait	10492	9621	1 Oct 1978	14	Registered



Laos

Applicant	Trademark	Country	Class	Reg. No.	Priority No.	Priority Date	Term	Status
Fabergé (UK) Ltd	FABERGE	Laos	37139				3,4,6,9,14,16,18,19,20,21,25,29,33,35,43	Pending
Faberge Ltd	FABERGE	Laos	21221	20598		7 Apr 2010	3	Registered
Faberge Ltd	FABERGE	Laos	21222	20599		7 Apr 2010	14	Registered
Faberge Ltd	FABERGE	Laos	21223	20600		7 Apr 2010	25	Registered

Lebanon

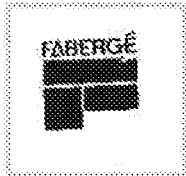
Faberge Limited	FABERGE	Lebanon	112246	112246	3 Aug 2007		3,4,6,9,14,15,16,16,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44,45	Registered
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Lesotho

Faberge Limited	FABERGE	Lesotho	LS/M/07/00264	LS/M/07/00264	29 Nov 2007		14	Registered
Faberge Limited	FABERGE	Lesotho	LS/M/96/00250	LS/M/96/00250	14 Oct 1997		3	Registered

Liberia

Applicant	Trademark	Country	Class	Reg. No.	Priority No.	Priority Date	Term	Status
Faberge Limited	FABERGE & 'F' Blocks Device	Liberia	261267/1612	140/2002		28 Dec 1987	3	Registered



Libya

Faberge Limited	FABERGE	Libya	13146				42	Pending
Faberge Limited	FABERGE	Libya	13147				39	Pending
Faberge Limited	FABERGE	Libya	13190				3	Pending
Faberge Limited	FABERGE	Libya	13191				4	Pending
Faberge Limited	FABERGE	Libya	13192				8	Pending
Faberge Limited	FABERGE	Libya	13193				9	Pending
Faberge Limited	FABERGE	Libya	13194				14	Pending
Faberge Limited	FABERGE	Libya	13195				15	Pending

Faberge Limited	FABERGE	Libya	13196	16	Pending
Faberge Limited	FABERGE	Libya	13197	18	Pending
Faberge Limited	FABERGE	Libya	13198	20	Pending
Faberge Limited	FABERGE	Libya	13199	21	Pending
Faberge Limited	FABERGE	Libya	13200	24	Pending
Faberge Limited	FABERGE	Libya	13201	25	Pending
Faberge Limited	FABERGE	Libya	13202	28	Pending
Faberge Limited	FABERGE	Libya	13203	29	Pending
Faberge Limited	FABERGE	Libya	13204	30	Pending
Faberge Limited	FABERGE	Libya	13205	32	Pending
Faberge Limited	FABERGE	Libya	13206	34	Pending
Faberge Limited	FABERGE	Libya	13207	35	Pending
Faberge Limited	FABERGE	Libya	13208	36	Pending
Faberge Limited	FABERGE	Libya	13209	41	Pending
Faberge Limited	FABERGE	Libya	13210	43	Pending
Faberge Limited	FABERGE	Libya	13211	44	Pending
Faberge Limited	FABERGE	Libya	13212	45	Pending

Liechtenstein					
Faberge Limited	FABERGE	Liechtenstein	14475 14475	24 Jul 2007	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44 Registered

Macau

Fabergé (UK) Limited	FABERGE	Macau	N/099788	N/099788	25 Feb 2016	3	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/099789	N/099789	25 Feb 2016	4	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99790	N/99790	25 Feb 2016	6	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99791	N/99791	25 Feb 2016	9	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99792	N/99792	25 Feb 2016	14	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99793	N/99793	25 Feb 2016	16	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99794	N/99794	25 Feb 2016	18	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99795	N/99795	25 Feb 2016	19	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99796	N/99796	25 Feb 2016	20	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99797	N/99797	25 Feb 2016	21	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99798	N/99798	25 Feb 2016	25	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99799	N/99799	25 Feb 2016	29	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99800	N/99800	25 Feb 2016	33	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99801	N/99801	25 Feb 2016	35	Registered
Fabergé (UK) Limited	FABERGE	Macau	N/99802	N/99802	25 Feb 2016	43	Registered

Malawi

Faberge Limited	FABERGE	Malawi	395/91	395/91	13 Nov 1991	3	Registered
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Malaysia

Faberge (UK) Limited	FABERGÉ	Malaysia	2015059323			3	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059325			4	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059333			6	Pending

Faberge (UK) Limited	FABERGÉ	Malaysia	2015059338			9	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059340			11	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059343	2015059343	16 Jun 2015	14	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059349	2015059349	16 Jan 2015	15	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059352	2015059352	16 Jun 2015	16	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059353	2015059353	16 Jun 2015	18	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059357	2015059357	16 Jun 2015	19	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059364	2015059364	16 Jun 2015	20	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059370	2015059370	16 Jan 2015	24	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059374	2015059374	16 Jun 2015	25	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059375			28	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059378	2015059378	16 Jun 2015	29	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059382			32	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059384			33	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059386			34	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059387			35	Pending
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059389	2015059389	16 Jun 2015	36	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059390	2015059390	16 Jun 2015	39	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059392	2015059392	16 Jun 2015	42	Registered

Faberge (UK) Limited	FABERGÉ	Malaysia	2015059394	2015059394	16 Jun 2015	43	Registered
Faberge (UK) Limited	FABERGÉ	Malaysia	2015059395	2015059395	16 Jun 2015	44	Registered
Fabergé (UK) Limited	FABERGE THE ARTIST JEWELLER	Malaysia	2015009446			14	Pending
Faberge Limited	FABERGE	Malaysia	7014551	7014551	5 Feb 2007	3	Registered
Faberge Limited	FABERGE	Malaysia	7014552	7014552	26 Jul 2007	4	Registered
Faberge Limited	FABERGE	Malaysia	7014553	7014553	5 Feb 2007	8	Registered
Faberge Limited	FABERGE	Malaysia	7014554	7014554	5 Feb 2007	9	Registered
Faberge Limited	FABERGE	Malaysia	7014555	7014555	5 Feb 2007	14	Registered
Faberge Limited	FABERGE	Malaysia	7014556	7014556	5 Feb 2007	15	Registered
Faberge Limited	FABERGE	Malaysia	7014557	7014557	26 Jul 2007	16	Registered
Faberge Limited	FABERGE	Malaysia	7014558	7014558	5 Feb 2007	18	Registered
Faberge Limited	FABERGE	Malaysia	7014559	7014559	5 Feb 2007	20	Registered
Faberge Limited	FABERGE	Malaysia	7014560	7014560	5 Feb 2007	21	Registered
Faberge Limited	FABERGE	Malaysia	7014561	7014561	5 Feb 2007	25	Registered
Faberge Limited	FABERGE	Malaysia	7014562	7014562	5 Feb 2007	28	Registered
Faberge Limited	FABERGE	Malaysia	7014563	7014563	5 Feb 2007	29	Registered
Faberge Limited	FABERGE	Malaysia	7014564	7014564	5 Feb 2007	30	Registered
Faberge Limited	FABERGE	Malaysia	7014565	7014565	5 Feb 2007	32	Registered
Faberge Limited	FABERGE	Malaysia	7014566	7014566	5 Feb 2007	33	Registered

Faberge Limited	FABERGE	Malaysia	7014567	7014567	5 Feb 2007	34	Registered
Faberge Limited	FABERGE	Malaysia	7014568	7014568	13 Apr 2007	39	Registered
Faberge Limited	FABERGE	Malaysia	7014569	7014569	13 Apr 2007	42	Registered
Faberge Limited	FABERGE	Malaysia	7014570	7014570	26 Jul 2007	24	Registered
Faberge Limited	FABERGE	Malaysia	7014571	7014571	26 Jul 2007	35	Registered
Faberge Limited	FABERGE	Malaysia	7014572	7014572	26 Jul 2007	36	Registered
Faberge Limited	FABERGE	Malaysia	7014573	7014573	26 Jul 2007	41	Registered
Faberge Limited	FABERGE	Malaysia	7014574	7014574	26 Jul 2007	43	Registered
Faberge Limited	FABERGE	Malaysia	7014575	7014575	26 Jul 2007	44	Registered
Faberge Limited	FABERGE	Malaysia	98/03448	98/03448	20 Mar 1998	14	Registered
Faberge Limited	WORKMASTER	Malaysia	8006617	8006617	4 Apr 2008	9	Registered
Faberge Limited	WORKMASTER	Malaysia	8006618	8006618	4 Apr 2008	14	Registered
Faberge Limited	WORKMASTER	Malaysia	8006619	8006619	4 Apr 2008	8	Registered
Faberge Limited	WORKMASTER	Malaysia	8006620	2008-006620	4 Apr 2008	18	Registered
Faberge Limited	WORKMASTER	Malaysia	8006621	8006621	4 Apr 2008	20	Registered
Faberge Limited	WORKMASTER	Malaysia	8006622	8006622	4 Apr 2008	21	Registered
Faberge Limited	WORKMASTER	Malaysia	8006623	8006623	4 Apr 2008	24	Registered
Faberge Limited	WORKMASTER	Malaysia	8006624	8006624	4 Apr 2008	25	Registered
Faberge Limited	WORKMASTER	Malaysia	8006625	8006625	4 Apr 2008	41	Registered

Fabergé Services Ltd	FABERGÉ	Malaysia	2015059329		6	Pending
Fabergé Services Ltd	FABERGÉ	Malaysia	2015059369		21	Pending
Fabergé Services Ltd	FABERGÉ	Malaysia	2016059379		30	Pending
Fabergé Services Ltd	FABERGÉ	Malaysia	2015059391		41	Pending

Mexico

Faberge (UK) Limited	FABERGE	Mexico	1241606	3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44		Pending
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Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Mexico	1653203	1261979	14	Pending
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Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Mexico	1653204	1261979	35	Pending
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Faberge Limited	FABERGE	Mexico	873155	1017537	3 Aug 2007	4	Registered
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Faberge Limited	FABERGE	Mexico	873157	1017538	3 Aug 2007	8	Registered
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Faberge Limited	FABERGE	Mexico	873161	1017539	3 Aug 2007	14	Registered
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Faberge Limited	FABERGE	Mexico	873162	1017540	3 Aug 2007	15	Registered
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Faberge Limited	FABERGE	Mexico	873164	1017541	3 Aug 2007	16	Registered
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Faberge Limited	FABERGE	Mexico	873165	1017542	3 Aug 2007	18	Registered
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Faberge Limited	FABERGE	Mexico	873168	1017543	3 Aug 2007	20	Registered
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Faberge Limited	FABERGE	Mexico	873169	1017544	3 Aug 2007	21	Registered
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Faberge Limited	FABERGE	Mexico	873171	1017545	3 Aug 2007	24	Registered
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Faberge Limited	FABERGE	Mexico	873173	1017546	3 Aug 2007	25	Registered
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Faberge Limited	FABERGE	Mexico	873174	1072101	3 Aug 2007	28	Registered
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Faberge Limited	FABERGE	Mexico	873175	1017547	3 Aug 2007	29	Registered
Faberge Limited	FABERGE	Mexico	873177	1017548	3 Aug 2007	30	Registered
Faberge Limited	FABERGE	Mexico	873178	1017549	3 Aug 2007	32	Registered
Faberge Limited	FABERGE	Mexico	873179	1017550	3 Aug 2007	33	Registered
Faberge Limited	FABERGE	Mexico	873182	1076593	3 Aug 2007	35	Registered
Faberge Limited	FABERGE	Mexico	873183	1017551	3 Aug 2007	36	Registered
Faberge Limited	FABERGE	Mexico	873185	1017552	3 Aug 2007	41	Registered
Faberge Limited	FABERGE	Mexico	873186	1017553	3 Aug 2007	43	Registered
Faberge Limited	FABERGE	Mexico	873187	1017554	3 Aug 2007	44	Registered
Faberge Limited	FABERGE	Mexico	889356	1010802	15 Oct 2007	39	Registered
Faberge Limited	FABERGE	Mexico	889357	1010803	15 Oct 2007	42	Registered
Faberge Limited	FABERGE	Mexico	999233	1188018	1 Apr 2009	3	Registered
Faberge Limited	FABERGE	Mexico	999234	1156298	1 Apr 2009	9	Registered

Monaco

Faberge Limited	FABERGE	Monaco	27636	26147	28 Jul 2007	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
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Morocco

Faberge Limited	FABERGE	Morocco	112398	112398	3 Aug 2007	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge Limited	FABERGE	Morocco	112399	112399	3 Aug 2007	15,24,35,36,41,43,44	Registered
Faberge Limited	FABERGE	Morocco	112400	112400	3 Aug 2007	45	Registered

Namibia

Faberge Limited **FABERGE** Namibia 7/1541 7/1541 8 Aug 2007 14 Registered

New Zealand


Faberge Limited **FABERGE** New Zealand 772142 772142 5 Feb 2007 3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44 Registered

Faberge Limited **IGOR CARL FABERGE** New Zealand B141600 B141600 19 Apr 1982 14 Registered

Faberge Limited **IGOR CARL FABERGE** New Zealand B142000 B142000 19 Apr 1982 21 Registered

Nicaragua

Faberge Limited **FABERGE Block Type 6** Nicaragua 92-02973 24602CC 16 Dec 1993 3 Registered



Nigeria

Fabergé Ltd **FABERGE** Nigeria F/TM/O/2014/14106 3 Pending

Fabergé Ltd **FABERGE** Nigeria F/TM/O/2014/14108 14 Pending

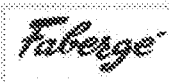
Fabergé Ltd **FABERGE** Nigeria F/TM/O/2014/14109 35 Pending

Norway

Faberge Ltd **FABERGE** Norway 200708283 252992 14 Oct 2009 3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44 Registered

Faberge Ltd **Fabergé** Norway 19950380 176426 29 Aug 1996 33 Registered

Faberge Ltd **FABERGE Signature (version 2)** Norway 45563 37956 20 May 1949 3 Registered



Faberge Ltd **IGOR CARL FABERGE** Norway 19821220 128963 4 Jun 1987 14,21 Registered

Faberge Ltd **IGOR CARL FABERGE** Norway 19844490 129199 25 Jun 1987 8,9,14,16,18,20,21,25,26,28,34 Registered

OAPI

Faberge Limited **FABERGE** OAPI 3200701447 57381 1 Aug 2007 14,16,25 Registered

Oman

Faberge Limited **FABERGE** Oman 17486 17486 29 Dec 2002 14 Registered

Faberge Limited	FABERGE	Oman	46253	46253	9 Feb 2009	3	Registered
Faberge Limited	FABERGE	Oman	46254	46254	19 Jul 2008	4	Registered
Faberge Limited	FABERGE	Oman	46255	46255	19 Jul 2008	8	Registered
Faberge Limited	FABERGE	Oman	46256	46256	19 Jul 2008	9	Registered
Faberge Limited	FABERGE	Oman	46257	46257	12 Jan 2010	14	Registered
Faberge Limited	FABERGE	Oman	46258	46258	19 Jul 2008	15	Registered
Faberge Limited	FABERGE	Oman	46259	46259	9 Feb 2009	16	Registered
Faberge Limited	FABERGE	Oman	46260	46260	19 Jul 2008	18	Registered
Faberge Limited	FABERGE	Oman	46261	46261	19 Jul 2008	20	Registered
Faberge Limited	FABERGE	Oman	46262	46262	19 Jul 2008	21	Registered
Faberge Limited	FABERGE	Oman	46263	46263	19 Jul 2008	24	Registered
Faberge Limited	FABERGE	Oman	46264	46264	19 Jul 2008	25	Registered
Faberge Limited	FABERGE	Oman	46265	46265	19 Jul 2008	26	Registered
Faberge Limited	FABERGE	Oman	46266	46266	19 Jul 2008	29	Registered
Faberge Limited	FABERGE	Oman	46267	46267	19 Jul 2008	30	Registered
Faberge Limited	FABERGE	Oman	46268	46268	19 Jul 2008	32	Registered
Faberge Limited	FABERGE	Oman	46269	46269	31 May 2009	33	Registered
Faberge Limited	FABERGE	Oman	46270	46270	19 Jul 2008	34	Registered
Faberge Limited	FABERGE	Oman	46271	46271	19 Jul 2008	35	Registered

Faberge Limited	FABERGE	Oman	46272	46272	19 Jul 2008	36	Registered
Faberge Limited	FABERGE	Oman	46273	46273	19 Jul 2008	39	Registered
Faberge Limited	FABERGE	Oman	46274	46274	19 Jul 2008	41	Registered
Faberge Limited	FABERGE	Oman	46275	46275	19 Jul 2008	42	Registered
Faberge Limited	FABERGE	Oman	46276	46276	19 Jul 2008	43	Registered
Faberge Limited	FABERGE	Oman	46277	46277	19 Jul 2008	44	Registered
Faberge Limited	FABERGE	Oman	46278	46278	19 Jul 2008	45	Registered

Pakistan

Faberge (UK) Limited	FABERGE	Pakistan	393875			3	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393876			4	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393877			6	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393878			9	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393879			14	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393880			16	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393881			18	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393882			19	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393883			21	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393884			20	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393885			25	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393886			29	Pending

Faberge (UK) Limited	FABERGE	Pakistan	393887			35	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393888			33	Pending
Faberge (UK) Limited	FABERGE	Pakistan	393889			43	Pending
Faberge Limited	FABERGE	Pakistan	239155	239155	17 Jul 2007	20	Registered
Faberge Limited	FABERGE	Pakistan	239156	239156	17 Jul 2007	16	Registered
Faberge Limited	FABERGE	Pakistan	239157	239157	17 Jul 2007	16	Registered
Faberge Limited	FABERGE	Pakistan	239158	239158	17 Jul 2007	15	Registered
Faberge Limited	FABERGE	Pakistan	239159	239159	17 Jul 2007	14	Registered
Faberge Limited	FABERGE	Pakistan	239160	239160	17 Jul 2007	9	Registered
Faberge Limited	FABERGE	Pakistan	239161	239161	17 Jul 2007	8	Registered
Faberge Limited	FABERGE	Pakistan	239162	239162	17 Jul 2007	44	Registered
Faberge Limited	FABERGE	Pakistan	239163	239163	17 Jul 2007	43	Registered
Faberge Limited	FABERGE	Pakistan	239164	239164	17 Jul 2007	42	Registered
Faberge Limited	FABERGE	Pakistan	239165	239165	17 Jul 2007	41	Registered
Faberge Limited	FABERGE	Pakistan	239166	239166	17 Jul 2007	39	Registered
Faberge Limited	FABERGE	Pakistan	239167	239167	17 Jul 2007	36	Registered
Faberge Limited	FABERGE	Pakistan	239168	239168	17 Jul 2007	35	Registered
Faberge Limited	FABERGE	Pakistan	239169	239169	17 Jul 2007	34	Registered
Faberge Limited	FABERGE	Pakistan	239170	239170	17 Jul 2007	33	Registered
Faberge Limited	FABERGE	Pakistan	239171	239171	17 Jul 2007	32	Registered

Faberge Limited	FABERGE	Pakistan	239172	239172	17 Jul 2007	30	Registered
Faberge Limited	FABERGE	Pakistan	239173	239173	17 Jul 2007	29	Registered
Faberge Limited	FABERGE	Pakistan	239174	239174	17 Jul 2007	28	Registered
Faberge Limited	FABERGE	Pakistan	239175	239175	17 Jul 2007	25	Registered
Faberge Limited	FABERGE	Pakistan	239176	239176	17 Jul 2007	24	Registered
Faberge Limited	FABERGE	Pakistan	239177	239177	17 Jul 2007	21	Registered
Faberge Limited	FABERGE	Pakistan	239178	239178	17 Jul 2007	4	Registered
Faberge Limited	FABERGE	Pakistan	239179	239179	17 Jul 2007	3	Registered

Panama

Faberge Limited	FABERGE	Panama	93465	93465	16 Apr 1998	14	Registered
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Paraguay

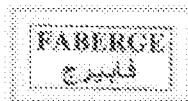
Faberge Limited	FABERGE	Paraguay	269104	401148	10 Feb 1984	14	Registered
Faberge Limited	Fabergé	Paraguay		298038	25 Nov 1996	33	Registered

Peru

Faberge Limited	FABERGE	Peru	324189	154129	13 Apr 2009	3	Registered
Faberge Limited	FABERGE	Peru	324190	139550	13 Jun 2008	25	Registered
Faberge Limited	FABERGE	Peru	324191	141682	19 Aug 2008	21	Registered
Faberge Limited	FABERGE	Peru	324192	139561	13 Jun 2008	9	Registered
Faberge Limited	FABERGE	Peru	324193	141770	21 Aug 2008	18	Registered
Faberge Limited	FABERGE	Peru	324194	163564	27 Nov 2009	14	Registered
Fabergé Services Ltd	FABERGE	Peru	622226	229812	29 Sep 2015	20	Registered

Fabergé Services Ltd	FABERGE	Peru	622227	229813	29 Sep 2015	29	Registered
Fabergé Services Ltd	FABERGE	Peru	622228	90270	29 Sep 2015	43	Registered
Fabergé Services Ltd	FABERGE	Peru	622230	230382	23 Oct 2015	4	Registered
Fabergé Services Ltd	FABERGE	Peru	622231	229814	29 Sep 2015	6	Registered
Fabergé Services Ltd	FABERGE	Peru	622232	229815	29 Sep 2015	16	Registered
Fabergé Services Ltd	FABERGE	Peru	622234	229914	6 Oct 2015	19	Registered
Fabergé Services Ltd	FABERGE	Peru	627158	90730	29 Oct 2015	35	Registered
Philippines							
Faberge Limited	FABERGE	Philippines	101952	4-1995-104222	23 Jul 2001	16	Registered
Qatar							
Faberge (UK) Limited	FABERGE THE ART OF COLOUR	Qatar	102473			14	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Qatar	100671			14	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Qatar	100672			35	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	Qatar	102474			14	Pending
Faberge Limited	FABERGE	Qatar	46749	46749	12 Nov 2008	3	Registered
Faberge Limited	FABERGE	Qatar	46750	46750	9 Oct 2008	4	Registered
Faberge Limited	FABERGE	Qatar	46751	46751	9 Oct 2008	8	Registered
Faberge Limited	FABERGE	Qatar	46752	46752	12 Nov 2008	9	Registered
Faberge Limited	FABERGE	Qatar	46753	46753	12 Nov 2008	14	Registered

Faberge Limited	FABERGE	Qatar	46754	46754	9 Oct 2008	15	Registered
Faberge Limited	FABERGE	Qatar	46755	46755	9 Oct 2008	16	Registered
Faberge Limited	FABERGE	Qatar	46756	46756	9 Oct 2008	18	Registered
Faberge Limited	FABERGE	Qatar	46757	46757	9 Oct 2008	20	Registered
Faberge Limited	FABERGE	Qatar	46758	46758	9 Oct 2008	21	Registered
Faberge Limited	FABERGE	Qatar	46759	46759	9 Oct 2008	24	Registered
Faberge Limited	FABERGE	Qatar	46760	46760	9 Oct 2008	25	Registered
Faberge Limited	FABERGE	Qatar	46761	46761	9 Oct 2008	26	Registered
Faberge Limited	FABERGE	Qatar	46762	46762	9 Oct 2008	29	Registered
Faberge Limited	FABERGE	Qatar	46763	46763	9 Oct 2008	30	Registered
Faberge Limited	FABERGE	Qatar	46764	46764	9 Oct 2008	32	Registered
Faberge Limited	FABERGE	Qatar	46765	46765	9 Oct 2008	34	Registered
Faberge Limited	FABERGE	Qatar	46766	46766	9 Oct 2008	35	Registered
Faberge Limited	FABERGE	Qatar	46767	46767	9 Oct 2008	36	Registered
Faberge Limited	FABERGE	Qatar	46768	46768	9 Oct 2008	39	Registered
Faberge Limited	FABERGE	Qatar	46769	46769	9 Oct 2008	41	Registered
Faberge Limited	FABERGE	Qatar	46770	46770	9 Oct 2008	42	Registered
Faberge Limited	FABERGE & Arabic Script (version 1)	Qatar	18331	18331	6 Dec 2004	14	Registered
Faberge Services Limited	FABERGE	Qatar	98133			3	Pending




Faberge Services Limited	FABERGE	Qatar	98134	4	Pending
Faberge Services Limited	FABERGE	Qatar	98135	6	Pending
Faberge Services Limited	FABERGE	Qatar	98136	8	Pending
Faberge Services Limited	FABERGE	Qatar	98137	9	Pending
Faberge Services Limited	FABERGE	Qatar	98138	11	Pending
Faberge Services Limited	FABERGE	Qatar	98139	14	Pending
Faberge Services Limited	FABERGE	Qatar	98140	15	Pending
Faberge Services Limited	FABERGE	Qatar	98141	16	Pending
Faberge Services Limited	FABERGE	Qatar	98142	18	Pending
Faberge Services Limited	FABERGE	Qatar	98143	19	Pending
Faberge Services Limited	FABERGE	Qatar	98144	20	Pending
Faberge Services Limited	FABERGE	Qatar	98145	21	Pending
Faberge Services Limited	FABERGE	Qatar	98146	24	Pending
Faberge Services Limited	FABERGE	Qatar	98147	25	Pending
Faberge Services Limited	FABERGE	Qatar	98148	28	Pending
Faberge Services Limited	FABERGE	Qatar	98149	29	Pending
Faberge Services Limited	FABERGE	Qatar	98150	30	Pending
Faberge Services Limited	FABERGE	Qatar	98151	32	Pending
Faberge Services Limited	FABERGE	Qatar	98152	34	Pending

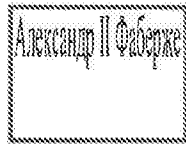
Faberge Services Limited	FABERGE	Qatar	98153		35	Pending
Faberge Services Limited	FABERGE	Qatar	98154		36	Pending
Faberge Services Limited	FABERGE	Qatar	98155		39	Pending
Faberge Services Limited	FABERGE	Qatar	98156		41	Pending
Faberge Services Limited	FABERGE	Qatar	98157		42,43,44	Pending

Republic of Korea (South)

Faberge (UK) Limited	FABERGE	Republic of Korea (South)	1241606		3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Pending	
Faberge Limited	FABERGE	Republic of Korea (South)	45-2007-3331	45-28960	10 Sep 2009	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
Faberge Limited	FABERGE	Republic of Korea (South)	98-6721	450450	5 Jul 1999	14	Registered
Faberge Limited	WORKMASTER	Republic of Korea (South)	45-2008-0001369	45-0027487	8 May 2009	8,9,14,16,20,21,24,25,41,42	Registered

Russian Federation

Faberge (UK) Limited	CARL FABERGE	Russian Federation	2014707777			14,25,35	Pending
Faberge (UK) Limited	FABERGE THE ART OF COLOUR	Russian Federation	2013729285			14	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Russian Federation	1261979			14,35	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	Russian Federation	1299173			14	Pending
Faberge Limited	ALEXANDER FABERGE in Cyrillic	Russian Federation	2007703102	354347	8 Feb 2007	32,33	Registered
Faberge Limited		Russian Federation	2007703103	354348	8 Feb 2007	32,33	Registered



**ALEXANDER III
FABERGE in Cyrillic**

Faberge Limited



Russian Federation

2007703203 354349

9 Feb 2007 32,33

Registered

Faberge Limited

CARL FABERGE

Russian Federation

2009704667

14,16,35,41

Pending

**Carl Fabergé
AWARD & Device**

Faberge Limited



Russian Federation

2010717639

16,35,41

Pending

**Carl Faberge Head
Device**

Faberge Limited



Russian Federation

2009728243

14,16,35,41,42

Pending

Faberge Limited

**DIAMONDS OF THE
TSARS**

Russian Federation

2007733913 368532

25 Dec 2006 14

Registered

Faberge Limited

FABERGE

Russian Federation

2004712138 288832

2 Jun 2004 33

Registered

Faberge Limited

FABERGE

Russian Federation

2004723604 316453

10 Dec 2004 32

Registered

Faberge Limited

FABERGE

Russian Federation

2007720615

39,42

Pending

Faberge Limited

FABERGE

Russian Federation

2008718522

3,4,8,9,14,15,16,18,20,21,24,25,27,28,29,30,32,33,34,36,43,44 Pending

Faberge Limited

FABERGE

Russian Federation

2010714878

35,39,41,42

Pending

FABERGE in Cyrillic

Faberge Limited



Russian Federation

2007718171 362780

19 Jun 2007 32,33

Registered

Faberge Limited

FABERGE in Cyrillic

Russian Federation

2008718523

3,4,8,9,14,15,16,18,20,21,24,25,27,28,29,30,32,33,34,36,43,44 Pending



FABERGE in Cyrillic

Faberge Limited		Russian Federation	2010714880			35,39,41,42	Pending
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FABERGE in Cyrillic

Faberge Limited		Russian Federation	97707449	167522	28 Aug 1998	3	Registered
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FABERGE in Cyrillic (series of two)

Faberge Limited		Russian Federation	2007716172	362045	19 Jun 2007	32,33	Registered
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FABERGE MUSEUM

Faberge Limited		Russian Federation	2008730344			14,16,18,20,21,25	Pending
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FABERGE MUSEUM

Faberge Limited		Russian Federation	2010711926			35,41	Pending
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FEU BLANC

Faberge Limited		Russian Federation	2009705222	403063	10 Mar 2010	14	Registered
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FROM RUSSIA WITH LOVE

Faberge Limited		Russian Federation	2007709900	388614	4 Sep 2009	14	Registered
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HOUSE OF FABERGE

Faberge Limited		Russian Federation	2008716648			14,21,35,41,42,43	Pending
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HOUSE OF FABERGE

Faberge Limited		Russian Federation	2010700583			35,41,42	Pending
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MIR FABERGE in Cyrillic

Faberge Limited		Russian Federation	2010735689			14,36,41	Pending
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PETER CARL FABERGE


Faberge Limited		Russian Federation	2009710738			14,16,35,41	Pending
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WORKMASTER

Faberge Limited		Russian Federation	2008709762	377641	23 Apr 2009	8,9,14,18,20,21,24,25,41,42	Registered
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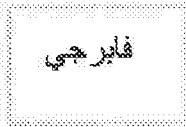
Faberge **FABERGE** Russian 2014707776 3,4,8,9,11,14,15,16,18,20,21,24,25,28,29,30,35,36,39,41,42,43,44 Pending
 Services Limited Federation

FABERGE in Cyrillic

Faberge Services Limited		Russian Federation	2014707775			14,35	Pending
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Saudi Arabia

Faberge (UK) Limited	THE ART OF COLOUR	Saudi Arabia	1437010733			14	Pending
Faberge (UK) Limited	THE ARTIST JEWELLER	Saudi Arabia	1437010735	1437010735	12 Jul 2016	14	Registered
Faberge (UK) Limited	VISIONNAIRE	Saudi Arabia	1437010738			14	Pending
Faberge Limited	FABERGE	Saudi Arabia	120054	1026/58	28 Jul 2007	3	Registered
Faberge Limited	FABERGE	Saudi Arabia	120055	1125/24	4 Jan 2009	4	Registered
Faberge Limited	FABERGE	Saudi Arabia	120056	1021/9	30 Oct 2008	8	Registered
Faberge Limited	FABERGE	Saudi Arabia	120057	1124/99	28 Jul 2007	9	Registered
Faberge Limited	FABERGE	Saudi Arabia	120058	1125/23	28 Jul 2007	14	Registered
Faberge Limited	FABERGE	Saudi Arabia	120059	987/76	28 Jul 2007	15	Registered
Faberge Limited	FABERGE	Saudi Arabia	120060	987/77	28 Jul 2007	16	Registered
Faberge Limited	FABERGE	Saudi Arabia	120061	987/78	28 Jul 2007	18	Registered
Faberge Limited	FABERGE	Saudi Arabia	120062	1021/8	28 Jul 2007	20	Registered
Faberge Limited	FABERGE	Saudi Arabia	120063	987/79	28 Jul 2007	21	Registered
Faberge Limited	FABERGE	Saudi Arabia	120064	1442/7	28 Jul 2007	24	Registered
Faberge Limited	FABERGE	Saudi Arabia	120065	1396/65	28 Jul 2007	25	Registered
Faberge Limited	FABERGE	Saudi Arabia	120066	987/80	28 Jul 2007	28	Registered

Faberge Limited	FABERGE	Saudi Arabia	120067	987/81	28 Jul 2007	29	Registered
Faberge Limited	FABERGE	Saudi Arabia	120068	987/82	28 Jul 2007	30	Registered
Faberge Limited	FABERGE	Saudi Arabia	120069	987/83	28 Jul 2007	32	Registered
Faberge Limited	FABERGE	Saudi Arabia	120070	987/84	28 Jul 2007	34	Registered
Faberge Limited	FABERGE	Saudi Arabia	120071	987/85	28 Jul 2007	35	Registered
Faberge Limited	FABERGE	Saudi Arabia	120072	987/86	28 Jul 2007	36	Registered
Faberge Limited	FABERGE	Saudi Arabia	120073	987/87	28 Jul 2007	39	Registered
Faberge Limited	FABERGE	Saudi Arabia	120074	987/88	28 Jul 2007	41	Registered
Faberge Limited	FABERGE	Saudi Arabia	120075	987/89	28 Jul 2007	42	Registered
Faberge Limited	FABERGE	Saudi Arabia	120076	1021/7	28 Jul 2007	43	Registered
Faberge Limited	FABERGE	Saudi Arabia	120077	1021/6	28 Jul 2007	44	Registered
Faberge Limited	FABERGE	Saudi Arabia	120078	1026/59	28 Jul 2007	45	Registered
	FABERGE & Cyrillic F' Device 1						
Faberge Limited		Saudi Arabia	79/76	79/76	8 Oct 1976	14	Registered
	FABERGE (in Arabic)						
Faberge Limited		Saudi Arabia	160363	1316/54	24 Oct 2010	14	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128944	1058/14	5 Apr 2009	8	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128945	1058/12	5 Apr 2009	9	Registered

Faberge Limited	WORKMASTER	Saudi Arabia	128946	1063/92	3 May 2009	14	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128947	1063/90	3 May 2009	18	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128948	1063/91	3 May 2009	20	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128949	1058/47	6 Apr 2009	21	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128950	1061/40	19 Apr 2009	24	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128951	1058/13	5 Apr 2009	25	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128952	1058/15	5 Apr 2009	41	Registered
Faberge Limited	WORKMASTER	Saudi Arabia	128953	1063/93	3 May 2009	42	Registered

Seychelles

Faberge Limited	FABERGE	Seychelles	117/91	3302	29 Oct 1991	3	Registered
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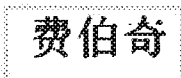
Singapore

Faberge (UK) Limited	FABERGE VISIONNAIRE	Singapore	40201609428S	1299173		14	Pending
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Faberge Limited	CARL FABERGE	Singapore	T1203368Z	T1203368Z	13 Mar 2012	14,20,21,35,42	Registered
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Faberge Limited	FABERGE	Singapore	T07/15554C	T07/15554C	13 Jul 2007	3,4,8,9,14,15,16,18,20,21,24,25,26,29,30,32,33,34,35,36,39,41,42,43,44	Registered
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FABERGE in Chinese Characters

Faberge Limited		Singapore	T1000545Z	T1000545Z	19 Jan 2010	14	Registered
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Faberge Limited	WORKMASTER	Singapore	T08/03950D	T08/03950D	27 Mar 2008	8,9,14,18,20,21,24,25,41,42	Registered
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South Africa

Faberge Limited	FABERGE	South Africa	2007/15481	2007/15481	13 Jul 2007	3	Registered
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Faberge Limited	FABERGE	South Africa	2007/15482	2007/15482	13 Jul 2007	4	Registered
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Faberge Limited	FABERGE	South Africa	2007/15483	2007/15483	13 Jul 2007	8	Registered
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Faberge Limited	FABERGE	South Africa	2007/15484	2007/15484	13 Jul 2007	9	Registered
Faberge Limited	FABERGE	South Africa	2007/15485	2007/15485	13 Jul 2007	14	Registered
Faberge Limited	FABERGE	South Africa	2007/15486	2007/15486	13 Jul 2007	15	Registered
Faberge Limited	FABERGE	South Africa	2007/15487	2007/15487	13 Jul 2007	16	Registered
Faberge Limited	FABERGE	South Africa	2007/15488	2007/15488	13 Jul 2007	18	Registered
Faberge Limited	FABERGE	South Africa	2007/15489	2007/15489	13 Jul 2007	20	Registered
Faberge Limited	FABERGE	South Africa	2007/15490	2007/15490	13 Jul 2007	21	Registered
Faberge Limited	FABERGE	South Africa	2007/15491	2007/15491	13 Jul 2007	24	Registered
Faberge Limited	FABERGE	South Africa	2007/15492	2007/15492	13 Jul 2007	25	Registered
Faberge Limited	FABERGE	South Africa	2007/15493	2007/15493	13 Jul 2007	28	Registered
Faberge Limited	FABERGE	South Africa	2007/15494	2007/15494	13 Jul 2007	29	Registered
Faberge Limited	FABERGE	South Africa	2007/15495	2007/15495	13 Jul 2007	30	Registered
Faberge Limited	FABERGE	South Africa	2007/15496	2007/15496	13 Jul 2007	32	Registered
Faberge Limited	FABERGE	South Africa	2007/15497	2007/15497	13 Jul 2007	33	Registered
Faberge Limited	FABERGE	South Africa	2007/15498	2007/15498	13 Jul 2007	34	Registered
Faberge Limited	FABERGE	South Africa	2007/15499	2007/15499	13 Jul 2007	35	Registered
Faberge Limited	FABERGE	South Africa	2007/15500	2007/15500	13 Jul 2007	36	Registered
Faberge Limited	FABERGE	South Africa	2007/15501	2007/15501	13 Jul 2007	39	Registered
Faberge Limited	FABERGE	South Africa	2007/15502	2007/15502	13 Jul 2007	41	Registered
Faberge Limited	FABERGE	South Africa	2007/15503	2007/15503	13 Jul 2007	42	Registered

Faberge Limited	FABERGE	South Africa	2007/15504	2007/15504	13 Jul 2007	43	Registered
Faberge Limited	FABERGE	South Africa	2007/15505	2007/15505	13 Jul 2007	44	Registered
Faberge Limited	FABERGE	South Africa	48/3000	1948/03000	18 Oct 1948	3	Registered
Faberge Limited	FABERGE Block Type 4	South Africa	80/4538	80/4538	11 Jul 1980	14	Registered
							
Faberge Limited	WORKMASTER	South Africa	2008/07255	2008/07255	2 Apr 2008	8	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07256	2008/07256	2 Apr 2008	9	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07257	2008/07257	2 Apr 2008	14	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07258	2008/07258	2 Apr 2008	18	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07259	2008/07259	2 Apr 2008	20	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07260	2008/07260	2 Apr 2008	21	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07261	2008/07261	2 Apr 2008	24	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07262	2008/07262	2 Apr 2008	25	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07263	2008/07263	2 Apr 2008	41	Registered
Faberge Limited	WORKMASTER	South Africa	2008/07264	2008/07264	2 Apr 2008	42	Registered
Faberge Services Limited	FABERGE	South Africa	2015/14798			3	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14799			4	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14800			8	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14801			9	Pending

Faberge Services Limited	FABERGE	South Africa	2015/14802			14	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14803			16	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14804			18	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14805			19	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14808			20	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14807			21	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14808			25	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14809			29	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14810			33	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14811			35	Pending
Faberge Services Limited	FABERGE	South Africa	2015/14812			43	Pending

Sri Lanka

Faberge (UK) Limited	FABERGE	Sri Lanka	140079	140079	5 Feb 2007	21	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140080	140080	5 Feb 2007	20	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140081			18	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140082			16	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140083	140083	5 Feb 2007	15	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140084			14	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140085			9	Pending

Faberge (UK) Limited	FABERGE	Sri Lanka	140087	140087	5 Feb 2007	3	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140088	140088	17 Feb 2016	41	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140089			39	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140090			36	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140091			35	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140092	140092	5 Feb 2007	4	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140095			32	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140096			30	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140097	140097	5 Feb 2007	29	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140098	140098	27 Jul 2007	28	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140099	140099	5 Feb 2007	25	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140100	140100	5 Feb 2007	24	Registered
Faberge (UK) Limited	FABERGE	Sri Lanka	140101			44	Pending
Faberge (UK) Limited	FABERGE	Sri Lanka	140102			43	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199575			43	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199576			14	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199577			16	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199578			18	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199579			19	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199580			20	Pending

Faberge (UK) Limited	FABERGÉ	Sri Lanka	199581			21	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199582			25	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199583			29	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199584			33	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199585			3	Pending
Faberge (UK) Limited	FABERGÉ	Sri Lanka	199587			6	Pending

Faberge (UK) Limited	FABERGE Block Type 6	Sri Lanka	65255	65255	11 Nov 1992	3	Registered
							

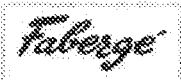
Faberge Limited	FABERGE	Sri Lanka	140086			6	Pending
Faberge Limited	FABERGE	Sri Lanka	140093			34	Pending
Faberge Limited	FABERGE	Sri Lanka	140094			33	Pending
Faberge Limited	FABERGE	Sri Lanka	140103			42	Pending

Fabergé Services Ltd	FABERGÉ	Sri Lanka	199573			35	Pending
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Fabergé Services Ltd	FABERGÉ	Sri Lanka	199574			9	Pending
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Fabergé Services Ltd	FABERGÉ	Sri Lanka	199586			4	Pending
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St. Lucia

Faberge Limited	FABERGE Signature (version 2)	St. Lucia	47/1945	47/1945	31 Oct 1945	48	Registered
							

Fabergé Services Ltd	FABERGE	St. Lucia	TM/2015/000150			3,14,35	Pending
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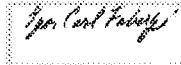
Sudan

Faberge Limited	FABERGE	Sudan	38462	38462	19 Jan 2008	3	Registered
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Faberge Limited	FABERGE	Sudan	38463	38463	19 Jan 2008	9	Registered
Faberge Limited	FABERGE	Sudan	38464	38464	19 Jan 2008	14	Registered
Faberge Limited	FABERGE	Sudan	38465	38465	19 Jan 2008	16	Registered
Faberge Limited	FABERGE	Sudan	38466	38466	19 Jan 2008	21	Registered
Faberge Limited	FABERGE	Sudan	38467	38467	19 Jan 2008	35	Registered
Faberge Limited	FABERGE	Sudan	38468	38468	19 Jan 2008	36	Registered
Faberge Limited	FABERGE	Sudan	38469	38469	19 Jan 2008	39	Registered
Faberge Limited	FABERGE	Sudan	38470	38470	19 Jan 2008	41	Registered
Faberge Limited	FABERGE	Sudan	38471	38471	19 Jan 2008	42	Registered
Faberge Limited	FABERGE	Sudan	38472	38472	19 Jan 2008	43	Registered
Faberge Limited	FABERGE	Sudan	38473	38473	19 Jan 2008	44	Registered
Faberge Limited	FABERGE	Sudan	38474	38474	19 Jan 2008	45	Registered

Sweden

Faberge Limited	FABERGE	Sweden	1998/01758	338513	16 Jun 2000	14	Registered
Faberge Limited	IGOR CARL FABERGE Signature 1	Sweden	1984/04911	208285	4 Dec 1987	14,15,34	Registered



Switzerland

Faberge (UK) Limited	FABERGE HERITAGE	Switzerland	59287/2016	597700	12 Jan 2017	3,14,35,41	Registered
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Switzerland	1261979			14,35	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	Switzerland	1299173			14	Pending

	Carl Faberge Head Device						
Faberge Limited		Switzerland	62436/2009	602127	12 May 2010	14,18,35,41,42	Registered

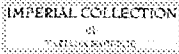
Faberge Limited	DIAMONDS OF THE TSARS	Switzerland	62175/2007	600522	31 Oct 2007	14	Registered
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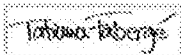
Faberge Limited	FABERGE	Switzerland	57290/2007	564608	6 Jul 2007	39,42	Registered
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Faberge Limited	FEU BLANC	Switzerland	53076/2009	590513	19 Mar 2009	14	Registered
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Faberge Limited	FROM RUSSIA WITH LOVE	Switzerland	53906/2007	563241	11 Apr 2007	14	Registered
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Faberge Limited	HOUSE OF FABERGE	Switzerland	57418/2008	579277	11 Jun 2008	14,21,35,41,42,43,44	Registered
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Faberge Limited	IMPERIAL COLLECTION BY TATIANA FABERGE	Switzerland	5489/1997	P-455205	9 Oct 1997	6,14,15,16,18,19,20,21,35,41	Registered
							

Faberge Limited	TATIANA FABERGE Stylised	Switzerland	3188/1995	P-431401	21 Mar 1995	16,35,36,37,41	Registered
							

Faberge Limited	WORKMASTER	Switzerland	53962/2008	575546	26 Mar 2008	6,9,14,18,20,21,24,25,41,42	Registered
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Faberge Ltd	FABERGE	Switzerland	5105/1991	P-392426	26 Jul 1991	20,21	Registered
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Faberge Ltd	FABERGE	Switzerland	51538/2007	558964	8 Feb 2007	4,20,24,28,32,35,41,43,44	Registered
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Faberge Ltd	HOUSE OF IGOR CARL FABERGE	Switzerland	5185/1982	2P-321280	8 Sep 1982	14,18,20,21,25	Registered
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Faberge Ltd	IGOR FABERGE	Switzerland	1414/1982	2P-317500	12 Mar 1982	8,14,15,16,18,20,21,24,25,26,34	Registered
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Faberge Ltd	VIERA	Switzerland	56562/2013	649997	3 Jun 2013	14	Registered
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Syria

Faberge Limited	FABERGE	Syria	2377	118933	31 Jul 2007	9	Registered
Faberge Limited	FABERGE	Syria	2378	118934	31 Jul 2007	14	Registered
Faberge Limited	FABERGE	Syria	2379	118931	31 Jul 2007	18	Registered
Faberge Limited	FABERGE	Syria	2380	121580	31 Jul 2007	21	Registered
Faberge Limited	FABERGE	Syria	2381	118935	31 Jul 2007	35	Registered
Faberge Limited	FABERGE	Syria	2382	118971	31 Jul 2007	36	Registered
Faberge Limited	FABERGE	Syria	2383	118981	31 Jul 2007	39	Registered
Faberge Limited	FABERGE	Syria	2384	118970	31 Jul 2007	41	Registered
Faberge Limited	FABERGE	Syria	2385	118930	31 Jul 2007	42	Registered
Faberge Limited	FABERGE	Syria	2386	118980	31 Jul 2007	43	Registered
Faberge Limited	FABERGE	Syria	2387	120687	1 Dec 2011	44	Registered
Faberge Limited	FABERGE	Syria	2388	118932	31 Jul 2007	45	Registered

Taiwan

Faberge Limited	FABERGE	Taiwan	96037508	1334254	16 Oct 2006	3,4,8,9,14,15,16,18,20,21,24,25,28,29,30,32,35,36,41,43,44	Registered
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Faberge Limited	FABERGE	Taiwan	96037508	1320419	16 Jul 2008	39,42	Registered
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Faberge Limited	WORKMASTER	Taiwan	97014337	1357143	1 Apr 2009	8,9,14,18,20,21,24,25,41,42	Registered
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Tanzania

FABERGE & 'F'
Blocks Device



Faberge Limited	FABERGE & 'F' Blocks Device	Tanzania	15064	15064	2 Aug 1972	3	Registered
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Faberge Limited	FABERGE 20:21 FOR MEN	Tanzania	17511	17511	21 Jun 1978	5	Registered
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Faberge Limited	FABERGE 20:21 FOR MEN	Tanzania	17516	17516	21 Jun 1978	3	Registered
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Thailand

Faberge (UK) Limited	FABERGE	Thailand	170102681			3	Pending
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Faberge (UK) Limited	FABERGE	Thailand	170102682			9	Pending
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Faberge (UK) Limited	FABERGE	Thailand	170102683			14	Pending
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Faberge (UK) Limited	FABERGE	Thailand	170102684			18	Pending
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Faberge (UK) Limited	FABERGE	Thailand	170102685			25	Pending
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Faberge (UK) Limited	FABERGE	Thailand	170102686			35	Pending
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Faberge (UK) Limited	FABERGE	Thailand	170102687			43	Pending
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Faberge (UK) Limited	FABERGE THE ART OF COLOUR	Thailand	1024131			14	Pending
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Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Thailand	1024132			14	Pending
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Faberge (UK) Limited	FABERGE VISIONNAIRE	Thailand	1024133			14	Pending
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Faberge (UK) Limited	LIFE IN COLOUR	Thailand	160111617			14	Pending
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Faberge (UK) Limited	VISIONNAIRE	Thailand	170100160			14	Pending
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Faberge Limited	FABERGE	Thailand	655334	Kor290521	9 Mar 2007	8	Registered
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Faberge Limited	FABERGE	Thailand	655335	Kor315406	9 Mar 2007	9	Registered
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Faberge Limited	FABERGE	Thailand	655336	Kor278444	9 Mar 2007	14	Registered
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Faberge Limited	FABERGE	Thailand	655337	Kor275969	9 Mar 2007	16	Registered
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Faberge Limited	FABERGE	Thailand	655338	Kor273076	9 Mar 2007	16	Registered
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Faberge Limited	FABERGE	Thailand	655339	Kor275970	9 Mar 2007	20	Registered
Faberge Limited	FABERGE	Thailand	655340	Kor282623	9 Mar 2007	21	Registered
Faberge Limited	FABERGE	Thailand	655341	Kor274109	9 Mar 2007	25	Registered
Faberge Limited	FABERGE	Thailand	655342	Kor279684	9 Mar 2007	29	Registered
Faberge Limited	FABERGE	Thailand	655343	Kor279685	9 Mar 2007	32	Registered
Faberge Limited	FABERGE	Thailand	667885	Kor280158	20 Jul 2007	4	Registered
Faberge Limited	FABERGE	Thailand	667886	Kor284004	20 Jul 2007	30	Registered
Faberge Limited	FABERGE	Thailand	667887	Bor40416	20 Jul 2007	42	Registered
Faberge Limited	FABERGE	Thailand	667888	Bor39261	20 Jul 2007	43	Registered
Faberge Limited	FABERGE	Thailand	667889	Bor60230	20 Jul 2007	44	Registered
Faberge Limited	FABERGE	Thailand	668141	Kor282654	24 Jul 2007	15	Registered
Faberge Limited	FABERGE	Thailand	668142	Kor278461	24 Jul 2007	24	Registered
Faberge Limited	FABERGE	Thailand	668143	Kor344497	24 Jul 2007	28	Registered
Faberge Limited	FABERGE	Thailand	668144	Kor284005	24 Jul 2007	33	Registered
Faberge Limited	FABERGE	Thailand	668145	Kor285915	24 Jul 2007	34	Registered
Faberge Limited	FABERGE	Thailand	668146	Bor39171	24 Jul 2007	35	Registered
Faberge Limited	FABERGE	Thailand	668147	Bor39172	24 Jul 2007	36	Registered
Faberge Limited	FABERGE	Thailand	668148	Bor38855	24 Jul 2007	39	Registered
Faberge Limited	FABERGE	Thailand	668149	Bor39173	24 Jul 2007	41	Registered

Faberge Limited	FABERGE	Thailand	815041	Kor388613	2 Aug 2011	3	Registered
Faberge Limited	WORKMASTER	Thailand	896448	Kor304645		6	Registered
Faberge Limited	WORKMASTER	Thailand	896449	Kor307566	27 May 2008	9	Registered
Faberge Limited	WORKMASTER	Thailand	896450	Kor304646	27 May 2008	14	Registered
Faberge Limited	WORKMASTER	Thailand	896451	Kor298886	27 May 2008	18	Registered
Faberge Limited	WORKMASTER	Thailand	896452	Kor304647	27 May 2008	20	Registered
Faberge Limited	WORKMASTER	Thailand	896453	Kor304957	27 May 2008	21	Registered
Faberge Limited	WORKMASTER	Thailand	896454	Kor321919	27 May 2008	24	Registered
Faberge Limited	WORKMASTER	Thailand	896455	Kor321920	27 May 2008	25	Registered

Trinidad & Tobago

Fabergé Services Ltd	FABERGE	Trinidad & Tobago	49845			3, 14, 35	Pending
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Tunisia

Faberge Limited	FABERGE	Tunisia	EE071960	EE071960	3 Mar 2009	3, 4, 8, 9, 14, 15, 16, 18, 20, 21, 24, 25, 28, 29, 30, 32, 33, 34, 35, 38, 39, 41, 42, 43, 44, 45	Registered
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Turkey

Faberge (UK) Limited	FABERGE	Turkey	2007/041176	2007/041176	26 Jun 2009	3, 4, 8, 9, 14, 15, 16, 20, 21, 25, 28, 32, 35, 36, 41, 43, 44	Registered
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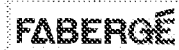
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	Turkey	201579626	1261979		14, 35	Pending
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Turkmenistan

Faberge Limited	Fabergé	Turkmenistan	3(454)	3980	5 Apr 2000	33	Registered
Faberge Ltd	FABERGE	Turkmenistan	20100091	11221	12 Apr 2010	3, 14, 25	Registered

Uganda

Faberge Ltd	FABERGE Block Type 6	Uganda	17749	17749	5 Nov 1992	3	Registered
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Ukraine

Faberge (UK) Limited	FABERGE THE ART OF COLOUR	Ukraine	1262983		14	Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	Ukraine	1299173		14	Pending
Faberge Limited	CARL FABERGE	Ukraine	M201300958	188546	22 Jan 2013	14,35,41 Registered
Faberge Limited	FABERGE	Ukraine	M200711666	141001	17 Jul 2007	3,4,8,9,14,15,16,18,20,21,24,25,28,29,32,33,35,36,39,41,42,43,44 Registered
Faberge Limited	FABERGE in Cyrillic	Ukraine	M201106896	160708	29 Apr 2011	3 Registered
Faberge Limited	FABERGE in Cyrillic	Ukraine	M201301170	185299	25 Jan 2013	14,18,35,41 Registered
Faberge Limited	FABERGE in Cyrillic	Ukraine	M201323833B	198334	27 Apr 2015	43 Registered
Faberge Ltd	VIERA	Ukraine	M201307033			14 Pending

United Arab Emirates

Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	United Arab Emirates	246634			14 Pending
Faberge (UK) Limited	FABERGE VISIONNAIRE	United Arab Emirates	246638			14 Pending
Faberge Limited	FABERGE	United Arab Emirates	88651	85044	17 Dec 2006	8 Registered
Faberge Limited	FABERGE	United Arab Emirates	88652	85045	17 Dec 2006	9 Registered
Faberge Limited	FABERGE	United Arab Emirates	88654	85046	17 Dec 2006	15 Registered
Faberge Limited	FABERGE	United Arab Emirates	88655	85047	17 Dec 2006	16 Registered


Faberge Limited	FABERGE	United Arab Emirates	88658	85050	17 Dec 2006	25	Registered
Faberge Limited	FABERGE	United Arab Emirates	88659	85051	17 Dec 2006	29	Registered
Faberge Limited	FABERGE	United Arab Emirates	88660	85052	17 Dec 2006	30	Registered
Faberge Limited	FABERGE	United Arab Emirates	88661	85053	17 Dec 2006	34	Registered
Faberge Limited	FABERGE	United Arab Emirates	88662	85054	17 Dec 2006	36	Registered
Faberge Limited	FABERGE	United Arab Emirates	92173	86933	25 Mar 2007	44	Registered
Faberge Limited	FABERGE	United Arab Emirates	9477	7737	7 Mar 1995	3	Registered
Faberge Limited	FABERGE	United Arab Emirates	98242	97579	2 Aug 2007	4	Registered
Faberge Limited	FABERGE	United Arab Emirates	98243	94354	2 Aug 2007	20	Registered
Faberge Limited	FABERGE	United Arab Emirates	98244	102579	2 Aug 2007	24	Registered
Faberge Limited	FABERGE	United Arab Emirates	98245	94380	2 Aug 2007	28	Registered
Faberge Limited	FABERGE	United Arab Emirates	98246	94379	2 Aug 2007	32	Registered
Faberge Limited	FABERGE	United Arab Emirates	98247	107463	2 Aug 2007	35	Registered
Faberge Limited	FABERGE	United Arab Emirates	98248			36	Pending
Faberge Limited	FABERGE	United Arab Emirates	98249	94390	2 Aug 2007	39	Registered
Faberge Limited	FABERGE	United Arab Emirates	98250	94391	2 Aug 2007	41	Registered
Faberge Limited	FABERGE	United Arab Emirates	98251	94392	2 Aug 2007	42	Registered
Faberge Limited	FABERGE	United Arab Emirates	98252	94393	2 Aug 2007	45	Registered
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120512	134881	14 Oct 2008	14	Registered
Faberge Limited	FABERGE MUSEUM	United Arab	120513	150379	14 Oct 2008	16	Registered

Emirates

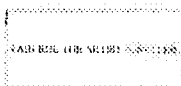
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120514	134882	14 Oct 2008	18	Registered
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120515	134883	14 Oct 2008	20	Registered
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120516	134884	14 Oct 2008	21	Registered
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120517	134885	14 Oct 2008	25	Registered
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120518	134886	14 Oct 2008	35	Registered
Faberge Limited	FABERGE MUSEUM	United Arab Emirates	120519	134887	14 Oct 2008	41	Registered
Faberge Limited	ROMANOV COLLECTION	United Arab Emirates	171808	171808	9 Apr 2012	14	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110678	129424	13 Apr 2008	8	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110679	129425	13 Apr 2008	9	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110680	129426	13 Apr 2008	14	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110681	129427	13 Apr 2008	18	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110682	129428	13 Apr 2008	20	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110683	129429	13 Apr 2008	21	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110686	129430	13 Apr 2008	41	Registered
Faberge Limited	WORKMASTER	United Arab Emirates	110687	129431	13 Apr 2008	42	Registered
Faberge Ltd	FABERGE THE ART OF COLOUR	United Arab Emirates	198021			14	Pending
Faberge Services Limited	FABERGE	United Arab Emirates	241692			3	Pending
Faberge Services Limited	FABERGE	United Arab Emirates	241698			14	Pending

Faberge Services Limited	FABERGE	United Arab Emirates	241712			35	Pending
Faberge Services Limited	FABERGE	United Arab Emirates	241713			36	Pending
Faberge Services Limited	FABERGE	United Arab Emirates	241717			43	Pending

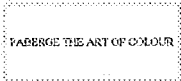
United Kingdom

Faberge (UK) Limited	FABERGE VISIONNAIRE	United Kingdom	3102804	3102804	7 Apr 2015	14	Registered
Faberge (UK) Limited	LIFE IN COLOUR	United Kingdom	3189515	3189515	5 Oct 2016	14	Registered
Faberge (UK) Limited	SAY YES IN COLOUR	United Kingdom	3169558	3169558	14 Jun 2016	14	Registered
Faberge (UK) Limited	VISIONNAIRE	United Kingdom	3203953			14	Pending
Faberge Ltd	ALMA THERESIA	United Kingdom	3002841	3002841	19 Apr 2013	14	Registered
Faberge Ltd	FABERGE	United Kingdom	1582091B	1582091B	17 Aug 1994	30	Registered
Faberge Ltd	FABERGE	United Kingdom	841310	841310	5 Nov 1962	3	Registered
Faberge Ltd	FABERGE Signature (version 2)	United Kingdom	667387	667387	2 Mar 1948	3	Registered
							
Faberge Services Limited	FABERGE ALMA	United Kingdom	3001082	3001082	8 Apr 2013	14	Registered

United States of America

Faberge (UK) Limited	FABERGE HERITAGE	United States of America	87127310			3,14,35,41	Pending
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	United States of America	86875487			14	Pending
							
Faberge (UK) Limited	FABERGE VISIONNAIRE	United States of America	79187497			14	Pending
Faberge (UK) Limited	FROM RUSSIA WITH LOVE	United States of America	87168125			3,9,14,16,18,25	Pending

Faberge (UK) Limited	SAY YES IN COLOUR	United States of America	87194035			14	Pending
Faberge (UK) Limited	THE THREE COLOURS OF LOVE	United States of America	87/072758			14	Pending
Faberge (UK) Ltd	FABERGE	United States of America	79183608 1241606	3,4,6,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44			Pending
Faberge Limited	Carl Fabergé AWARD & Device	United States of America	85044076	4212213	25 Sep 2012	16,35,41	Registered
							
Faberge Limited	DIAMONDS OF THE TSARS	United States of America	77318433	3748105	16 Feb 2010	14	Registered
Faberge Limited	FABERGE	United States of America	74631288	2036068	4 Feb 1997	14	Registered
Faberge Limited	FABERGE	United States of America	74654488	2099856	23 Sep 1997	21	Registered
Faberge Limited	FABERGE	United States of America	75235691	2200399	27 Oct 1998	25	Registered
Faberge Limited	FABERGE	United States of America	75431238	2540770	19 Feb 2002	14	Registered
Faberge Limited	FABERGE Block Type 2	United States of America	73074250	1071787	23 Aug 1977	9	Registered
							
Faberge Limited	FABERGE EGG	United States of America	77283718	4453799	24 Dec 2013	14	Registered
Faberge Limited	FABERGE MUSEUM	United States of America	77571230	4366312	16 Jul 2013	14,16,18,20,21,25,35,41	Registered
Faberge Limited	FABERGE Signature (version 2)	United States of America	71491288	425554	26 Nov 1946	14	Registered
							
Faberge Limited	FABERGE STYLE	United States of America	77283703	4303126	19 Mar 2013	9,14,18,20,21,25,42,44	Registered
Faberge Limited	WORKMASTER	United States of America	77431918	3871862	9 Nov 2010	9,14,18,21,24,27,41,42	Registered
Faberge Ltd	FABERGE THE ART OF COLOUR	United States of America	88041471	5070856	1 Nov 2016	14	Registered



Faberge Services Limited	FROM RUSSIA WITH LOVE	United States of America	85147757	4332290	7 May 2013	14,35	Registered
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Uruguay

Faberge Limited	Fabergé	Uruguay	276933	424339	3 Sep 2001	33	Registered
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Faberge Services Limited	FABERGE	Uruguay	465,475			3,4,6,9,14,16,18,19,20,21,25,29,33,35,43	Pending
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Venezuela

Faberge Limited	FABERGE	Venezuela	2007-018710			3	Pending
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Faberge Limited	FABERGE	Venezuela	2007-018711	300090P	17 Nov 2009	9	Registered
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Faberge Limited	FABERGE	Venezuela	2007-018712	300091P	17 Sep 2009	14	Registered
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Faberge Limited	FABERGE	Venezuela	2007-018713	300092P	17 Nov 2009	18	Registered
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Faberge Limited	FABERGE	Venezuela	2007-018714	300093P	17 Nov 2009	21	Registered
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Faberge Limited	FABERGE	Venezuela	2007-018715	300094P	17 Nov 2009	25	Registered
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WIPO

Faberge (UK) Limited	FABERGE	WIPO	1240633	1240633	25 Sep 2014	3,14,35	Registered
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Faberge (UK) Limited	FABERGE	WIPO	1241606	1241606	25 Sep 2014	3,4,8,8,9,11,14,15,16,18,19,20,21,24,25,28,29,30,32,33,34,35,36,39,41,42,43,44	Registered
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Faberge (UK) Limited	FABERGE	WIPO	1243000	1243000	26 Sep 2014	3,4,6,9,14,16,18,19,20,21,25,29,33,35,43	Registered
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Faberge (UK) Limited	FABERGE	WIPO	405870	405870	22 Mar 1974	18,34	Registered
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Faberge (UK) Limited	FABERGE	WIPO	574457	574457	26 Jul 1991	3,5,8,9,14,16,18,24,25,34	Registered
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Faberge (UK) Limited	FABERGE	WIPO	574457B	574457B	28 Jul 1991	3,5,8,9,14,16,18,24,25,34	Registered
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Faberge (UK) Limited	FABERGE	WIPO	916637	916637	14 Feb 2007	4,20,24,28,32,35,41,43,44	Registered
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Faberge (UK) Limited	FABERGE	WIPO	921002	921002	7 Nov 2006	3,8,9,14,15,16,18,21,25,29,30,33,34,36	Registered
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Faberge (UK) Limited	Fabergé	WIPO	593051A	593051A	17 Sep 1992	33	Registered
Faberge (UK) Limited	FABERGE ARTS FOUNDATION	WIPO	596707A	596707A	5 Jan 1993	35,36,41	Registered
Faberge (UK) Limited	FABERGE THE ART OF COLOUR	WIPO	1282983	1282983	9 Nov 2015	14	Registered
Faberge (UK) Limited	FABERGE THE ARTIST JEWELLER	WIPO	1261979	1261979	5 Feb 2015	14,35	Registered
Faberge (UK) Limited	FABERGE VISIONNAIRE	WIPO	1299173	1299173	19 Jan 2016	14	Registered
Faberge (UK) Limited	IMPERIAL COLLECTION BY TATIANA FABERGE 	WIPO	705076	705076	13 Oct 1998	6,14,15,16,18,19,20,21,25,34,35,41	Registered
Faberge (UK) Limited	LIFE IN COLOUR	WIPO	IA00003189515_01			14	Pending
Faberge (UK) Limited	RUSSIAN WITH LOVE	WIPO	884645	884645	24 Mar 2006	14	Registered
Faberge (UK) Limited	VISIONNAIRE	WIPO	3203953_01			14	Pending

Yemen

Faberge Limited	FABERGE	Yemen	22583	22583	5 Nov 1987	3	Registered
Faberge Limited	FABERGE	Yemen	40162	34163	7 Feb 2009	3	Registered
Faberge Limited	FABERGE	Yemen	40163	32628	14 Jun 2008	4	Registered
Faberge Limited	FABERGE	Yemen	40164	32629	14 Jun 2008	8	Registered
Faberge Limited	FABERGE	Yemen	40165	32630	14 Jun 2008	9	Registered
Faberge Limited	FABERGE	Yemen	40166	32631	14 Jun 2008	14	Registered
Faberge Limited	FABERGE	Yemen	40167	32632	14 Jun 2008	15	Registered
Faberge Limited	FABERGE	Yemen	40168	32633	14 Jun 2008	16	Registered

Faberge Limited	FABERGE	Yemen	40169	32634	14 Jun 2008	18	Registered
Faberge Limited	FABERGE	Yemen	40170	32635	14 Jun 2008	20	Registered
Faberge Limited	FABERGE	Yemen	40171	32636	14 Jun 2008	21	Registered
Faberge Limited	FABERGE	Yemen	40172	32639	14 Jun 2008	24	Registered
Faberge Limited	FABERGE	Yemen	40173	32638	14 Jun 2008	25	Registered
Faberge Limited	FABERGE	Yemen	40174	32637	14 Jun 2008	28	Registered
Faberge Limited	FABERGE	Yemen	40175	32640	14 Jun 2008	29	Registered
Faberge Limited	FABERGE	Yemen	40176	32641	14 Jun 2008	30	Registered
Faberge Limited	FABERGE	Yemen	40177	32642	14 Jun 2008	32	Registered
Faberge Limited	FABERGE	Yemen	40178	32643	14 Jun 2008	34	Registered
Faberge Limited	FABERGE	Yemen	40179	32644	14 Jun 2008	35	Registered
Faberge Limited	FABERGE	Yemen	40180	32645	14 Jun 2008	36	Registered
Faberge Limited	FABERGE	Yemen	40181	32646	14 Jun 2008	39	Registered
Faberge Limited	FABERGE	Yemen	40182	32647	14 Jun 2008	41	Registered
Faberge Limited	FABERGE	Yemen	40183	32648	14 Jun 2008	42	Registered
Faberge Limited	FABERGE	Yemen	40184	32649	14 Jun 2008	43	Registered
Faberge Limited	FABERGE	Yemen	40185	32650	14 Jun 2008	44	Registered
Faberge Limited	FABERGE	Yemen	40186	32651	14 Jun 2008	45	Registered

Zambia

Faberge Limited	FABERGE	Zambia	411/91	411/91	7 Nov 1991	3	Registered
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Faberge Limited	FABERGE	Zambia	460/2007	460/2007	26 Jul 2007	14	Registered
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Zimbabwe

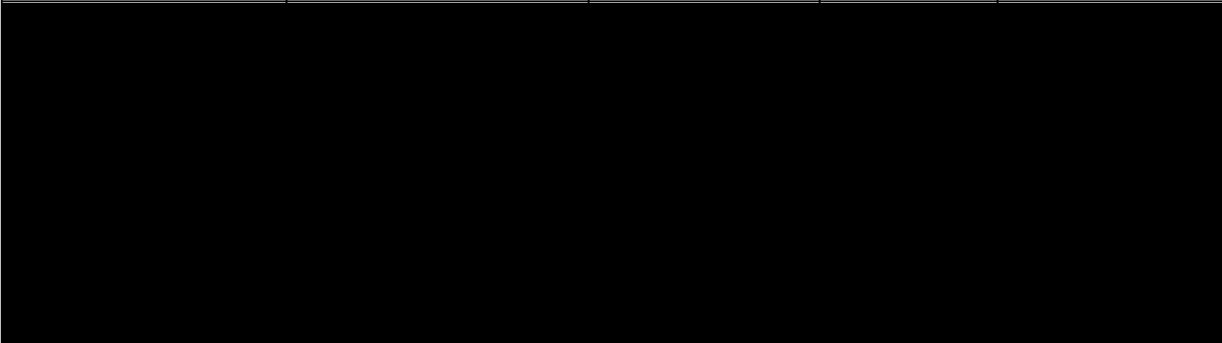
Faberge Limited	FABERGE	Zimbabwe	885/2007	885/2007	5 Feb 2007	14	Registered
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TM Administrator - END OF REPORT

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Part 3

Shares

Charging Company	Company Name and Number	Share Type	Number of Shares	Share Certificate Number
				

Part 4

Material Contracts

Parties	Description	Date
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None specified as at the date of this Debenture

Part 5
Assigned Accounts

Assigning Company	Account Number	Account Name	Account Maintained With
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Part 6
Charged Accounts

Charging Company

Account Number

Account Name

None specified as at the date of this Debenture

SCHEDULE 3

Forms of Notice and Acknowledgement of Assignment

Part I

1A

Form of Notice to Insurer

To: [Insert name of Insurer]

[Date]

Dear Sirs

We hereby give you notice that, pursuant to a Debenture dated [•] we have charged and assigned to [•] (as security trustee for the Secured Parties referred to in the Debenture, the "**Security Trustee**") all our rights, title, interests and benefits in, to or in respect of the insurance policies with you detailed in Part A of the Schedule attached hereto (the "**Insurances**") including all claims and returns of premiums in respect thereof to which we are, or may at any future time become, entitled.

With effect from your receipt of this notice we hereby request and instruct that:

1. you immediately name the Secured Parties (details of whom are set out in Part B of the Schedule attached hereto) and the Security Trustee (in its capacity as security trustee) as joint insured and loss payee in respect of each of the Insurances;
2. upon the security granted by the Debenture in respect of the Insurances becoming enforceable (as notified to you by the Security Trustee):
 - (a) all payments under or arising from the Insurances are to be made to the Security Trustee or to its order;
 - (b) all remedies provided for in the Insurances or available at law or in equity are to be exercisable by the Security Trustee;
 - (c) all rights to compel the performance of the Insurances are to be exercisable by the Security Trustee; and
 - (d) all rights, title, interests and benefits whatsoever accruing to or the benefit of ourselves arising from the Insurances shall belong to the Security Trustee; and
3. you give notice to the Security Trustee promptly in writing:
 - (a) if we propose to cancel or give notice of cancellation of any Insurance, at least 30 days before such cancellation is to take effect;
 - (b) of any material alteration or the termination or expiry of any such Insurance, at least 30 days before such alteration, termination or expiry is to take effect; and

- (c) of any default in the payment of any premium or failure to renew any such Insurance and shall give the Security Trustee not less than 30 days in which to pay the defaulted premium without cancelling the policy during such 30-day period.

Please confirm your receipt of this notice and your acknowledgement of the matters and instructions set out above by signing and dating the Acknowledgement of Assignment set out on the enclosed copy of this notice, and returning the same to the Security Trustee with a copy to ourselves.

Yours faithfully

.....

(Authorised signatory)

[COMPANY]

Schedule

Part A: Relevant Insurance Policies

[List All Policies in respect of which notice given]

[•]

Part B: Secured Parties

[List Secured Parties]

[•]

Part 1B

Form of Acknowledgment of Assignment

[To be printed only on the copy of the Notice of Assignment given]

To: [•]

as Security Trustee
[Address]

Attention:

Dear Sirs

We hereby acknowledge receipt of a notice in the terms set out above (the "**Notice**").

We confirm that we shall hereafter act in accordance with the Notice and that we have not received any other notice of any other third party interests whether by way of assignment or charge in respect of any of the Insurances.

We further confirm that no amendment or termination of any of the Insurances shall be effective unless we have given you 30 days' prior written notice of our intention to so amend or terminate the same.

Yours faithfully

.....

(Authorised signatory)

[INSURER]

Date:

Part 2

Part 2A

Form of Notice to Bank with whom Account Maintained

To: [Account Bank]

Dear Sirs

We hereby give you notice that pursuant to a Debenture dated [•] we have assigned to [•] (as security trustee for the Secured Parties referred to in the Debenture, the "**Security Trustee**") all of our rights, title, interests and benefits in, to or in respect of account number [•], account name [•] maintained with you (including any renewal or redesignation thereof) (the "**Account**") and all monies standing to the credit of that Account from time to time.

With effect from the date of your receipt of this notice we hereby instruct you that:

- (a) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made only to the Security Trustee or to its order (with a copy to ourselves)]/*insert agreed operating procedures in relation to relevant Account, which should be stated to be revocable at any time but only on notice from the Security Trustee*]; and
- (b) all rights, interests and benefits whatsoever accruing to or arising from the Account shall be exercisable by and shall belong to the Security Trustee.

Please acknowledge receipt of this notice by signing and dating the acknowledgement printed on the enclosed copy of this Notice and returning it to the Security Trustee.

Yours faithfully

.....

for and on behalf of

[COMPANY]

Part 2B

Form of Acknowledgement of Assignment

[To be printed only on copy of the Notice of Assignment given]

To: [•]

as Security Trustee
[Address]

Attention:

Dear Sirs

We hereby acknowledge receipt of a notice in the terms set out above.

We confirm that:

- (a) no fees or periodic charges are payable in respect of the Account and there are no restrictions on (i) the payment of the credit balance on the Account [(except the expiry of the relevant notice period)] or (ii) the assignment of the Account to the Security Trustee or any third party;
- (b) we have not received notice of any other assignment of, charge over or trust or other third party interests in respect of the Account and we will not, without the Security Trustee's consent (i) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (ii) amend or vary any rights attaching to the Account; and

we will act only in accordance with the instructions given by the Security Trustee or persons authorised by the Security Trustee and we shall send all statements and other notices given by us relating to the Account to the Security Trustee.

Yours faithfully

.....

For and on behalf of [•]

By:

Date:

Part 3

Part 3A

Form of Notice to Material Contract Party

To: [•]

Dear Sirs

We hereby give you notice that pursuant to a Debenture dated [•] we have charged and assigned to [•] (as security trustee for the Secured Parties under the Debenture (the "**Security Trustee**")), all our rights, title, interests and benefits in, to or in respect of [*details of contract*] (the "**Contract**") including all monies which may be payable in respect of the Contract.

With effect from your receipt of this notice we hereby give you notice that we have agreed that:

- (a) [all payments to be made to us under or arising from the Contract should be made [to the Security Trustee or to its order as it may specify in writing from time to time/to [*specify bank account*]];
- (b) all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Security Trustee;
- (c) all rights to compel performance of the Contract shall be exercisable by the Security Trustee (although the Company shall remain liable to perform all the obligations assumed by it under the Contract); and
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Trustee and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Trustee's consent.

You are hereby authorised and instructed, without requiring further approval from us, to provide the Security Trustee with such information relating to the Contract as it may from time to time request and to send copies of all notices issued by you under the Contract to the Security Trustee as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Trustee.

Please acknowledge receipt of this notice by signing and dating the acknowledgement set out on the enclosed copy and returning it to the Security Trustee.

Yours faithfully

.....

for and on behalf of
[COMPANY]

Part 3B

Form of Acknowledgement of Assignment

[To be printed only on copy of the relevant Notice of Assignment given]

To: [•]

To: [•]

as Security Trustee
[Address]

Attention:

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "**Notice**"). We confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title, interests and benefits in, to or in respect of the Contract and that we will comply with the terms of the Notice.

We further agree and confirm that:

- (a) no amendment, waiver or release of any provision of the Contract shall be effective without the prior written consent of the Security Trustee; and
- (b) we will not terminate the Contract or take any action in relation to any breach thereof by the Company unless we have given the Security Trustee 30 days' prior written notice of our intention to do so specifying the action necessary by the Company or the Security Trustee to avoid such termination or action.

Yours faithfully

.....

For and on behalf of [•]

By:

Date:

SCHEDULE 4

Form of Debenture Accession Deed

THIS DEBENTURE ACCESSION DEED is made on [•]

PARTIES

- (1) [•] Limited (a company incorporated in [England and Wales] with registered number [•]) as new company (the "**New Company[ies]**")
- (2) [•] Limited (a company incorporated in England and Wales with registered number [•]) (the "**Companies' Agent**") for itself and as agent for and on behalf of each of the existing Companies
- (3) [•] as security trustee for the Secured Parties (the "**Security Trustee**").

BACKGROUND

This Deed is supplemental to a debenture dated [•] between, among others, (1) the Companies' Agent, (2) the Original Companies named therein and (3) the Security Trustee, as supplemented and amended from time to time (the "**Debenture**").

THIS DEED WITNESSES THAT:

1 INTERPRETATION

1.1 Definitions and construction

Terms defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meanings (or be subject to the same construction) when used in this Deed.

1.2 Effect as a deed

This Debenture Accession Deed is intended to take effect as a Deed notwithstanding that the Security Trustee may have executed it under hand only.

2 ACCESSION OF NEW COMPANY TO DEBENTURE

2.1 Accession

Each New Company agrees to be bound by all of the terms of the Debenture and to perform all the obligations of a Company under the Debenture with effect from the date of this Deed as if it had been an original party to the Debenture in the capacity as a Company.

2.2 Covenant to pay

Each New Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of the Security Trustee.

2.3 Companies' Agent

The Companies' Agent (on behalf of itself and the other members of the Group which are parties to the Debenture) hereby agrees to the accession of each New Company.

3 FIXED CHARGES

Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Subordination Deed:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of the Schedule (*Details of Certain Assets*) and all other Real Property now vested in the New Company;
- (b) by way of first fixed charge all its present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
 - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
 - (ii) to the extent not effectively charged pursuant to paragraph (a) or (i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the New Company's stock-in-trade or work in progress) owned by the New Company or (to the extent of such interest) in which the New Company has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Charged Accounts and all Related Rights;
 - (iv) all Investments and all Related Rights;
 - (v) the Insurances and all Related Rights;
 - (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Material Contracts and all Related Rights;
 - (vii) any pension fund (to the extent permitted by law);
 - (viii) all Authorisations (statutory or otherwise) held in connection with the business of the New Company or the use of any asset of the New Chargor and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
 - (ix) all goodwill and uncalled capital of the New Company; and

- (x) all of the Registered Intellectual Property (if any) specified in the Schedule (*Details of Certain Assets*) and all other Registered Intellectual Property Rights of the New Company.

4 ASSIGNMENTS

Subject to Clause 4.2 (*Non-Assignable Rights*) of the Debenture, each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Subordination Deed all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all Assigned Accounts;
- (c) all the Material Contracts and all Related Rights; and
- (d) to the extent not charged under the provisions of paragraph (x) of Clause 3 (*Fixed Charges*), all Intellectual Property.

5 FLOATING CHARGES

- (a) Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (*Fixed Charges*) or effectively assigned pursuant to Clause 4 (*Assignments*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause [5].

6 LAND REGISTRY

In respect of the Real Property specified in the Schedule (*Details of Certain Assets*) the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Debenture may be noted, each New Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Security Trustee's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Security Trustee*] referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Debenture on the charges register.

7 POWER OF ATTORNEY

7.1 Appointment

By way of security for the performance of its obligations under this Deed, each New Company irrevocably appoints the Security Trustee and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which that New Company is obliged to do under the terms of this Deed and/or the Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or the Debenture or by law.

7.2 Ratification

Each New Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or the Debenture shall do in its capacity as such.

7.3 Sums Recoverable

All sums expended by the Security Trustee or any Receiver under this Clause 7 shall be recoverable from each New Company under Clause [28] (*Costs and Expenses*) of the Debenture.

8 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause [33] (*Notices*) of the Debenture. Each New Company's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or the Debenture is set out with its name below.

9 MISCELLANEOUS

The provisions of Clauses [28] (*Costs and Expenses*), [30] (*Remedies and Waivers*) and [32] (*Additional Provisions*) and of the Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "**this Debenture**" or "**this Deed**" were references to this Debenture Accession Deed.

10 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. Transmission of an executed counterpart of this letter by fax or e-mail shall constitute effective delivery of that counterpart.

11 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

12 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no 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 Secured Parties may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a deed by each Company and has been signed on behalf of the Security Trustee and is delivered and takes effect on the date stated at the beginning of it..

SCHEDULE

(to Debenture Accession Deed)

**Part I
Real Property**

Description	Title (Registered Land)	Number
--------------------	------------------------------------	---------------

[Note: If the Real Property includes registered land, the description must include the Title number.]

Part II

Registered Intellectual Property Rights

[•]

Part III

Shares

Company Name and Number	Share Type	Number of Shares	Share Number	Certificate
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**Part IV
Material Contracts**

Parties	Description	Date
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**Part V
Assigned Accounts**

Account Number	Account Name	Account Maintained With
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014-3573-1773/2/EUROPE

59

014-3573-1773/2/EUROPE

TRADEMARK
REEL: 006087 FRAME: 0639

**Part VI
Charged Accounts**

Account Number

Account Name

**SIGNATURES
(TO DEBENTURE ACCESSION DEED)**

[Insert Execution Blocks to Debenture Accession Deed]

SIGNATURES

The Original Companies

EXECUTED as a deed by
[REDACTED], a director
for and on behalf of GEMFIELDS PLC in
the presence of:




Witness

Signature
Name
Occupation
Address



:
:
:
:



Notices

Address:

Fax:

Attention:

EXECUTED as a deed by
[REDACTED], a director
for and on behalf of FABERGE (UK)
LIMITED in the presence of:



Witness

Signature
Name
Occupation
Address



:
:
:
:



Notices

Address:

Fax:

Attention:

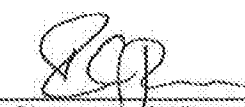
EXECUTED AS A DEED for and on behalf of)
FABERGE LIMITED:)



Duly Authorised Signatory



In the presence of:



Signature of Witness

Name: 

The Security Trustee
GB EUROPE MANAGEMENT SERVICES LIMITED

By: _____

Notices
Address:
Fax:
Attention:

EXECUTED AS A DEED for and on behalf of)
FABERGE LIMITED:)

) _____
) Duly Authorised Signatory

) Name: _____

) Title: _____

in the presence of:

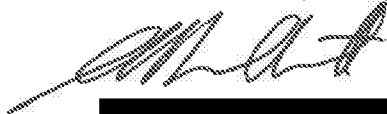
Signature of Witness

Name: _____

The Security Trustee

GB EUROPE MANAGEMENT SERVICES LIMITED

By:



Notices:

Address:

Fax:

Attention:

