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395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

00029796

Please complete
legibly, preferably in
black type, or bold
block lettering

*Insert full name of
company

Name of company

Ring Limited (the "**Chargor**")

Date of creation of the charge

30 May 2002

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage Debenture (the "**Deed**")

Amount secured by the mortgage or charge

All monies, obligations and liabilities referred to in paragraph 1.1 below on the part of each Company (including, but not limited to each UK Subsidiary Guarantee), all indebtedness, monies, obligations and liabilities whatsoever in whatever currency denominated whether actual or contingent, present or future, which may be at the date of the Deed or thereafter due or owing or incurred by each Obligor to the Banks under or in connection with the facilities or any document given as security therefor by any such Obligor and whether on any current or other account and whether alone or jointly and whether as principal or surety and all other conditions, covenants and obligations of each Obligor to the Banks arising pursuant to or in connection with the Credit Agreement and/or contained in any document given as security therefor by any such Obligor including, without limitation, the Deed (the "**Obligations**")

Names and addresses of the mortgagees or persons entitled to the charge

Suntrust Bank, a Georgia banking corporation established under the laws of Georgia in the United States of America as trustee and agent for the Banks (as defined in paragraph 5 below) (the "**Administrative Agent**")

Presenter's name address and
reference (if any):

THEODORE GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: 767/945/5573.72/ALD7/45648

For official use

Mortgage Section



Time critical reference

1. Security

1.1 The Chargor with full title guarantee and without the benefit of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 and to the intent that the security described in this Form 395 shall rank as a continuing security for all the respective liabilities and Obligations (described above) charged to the Administrative Agent:

1.1.1 by way of legal mortgage all of the freehold and leasehold property vested in the Chargor at the date of the Deed including but not limited to the properties short particulars of which are set out in Schedule 2 below and all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) at the date of the Deed or thereafter from time to time therein or thereon but excluding all land in Scotland (the "**Legally Mortgaged Property**") and/or the proceeds of sale thereof;

Particulars as to commission allowance or discount (note 3)

N/A

Signed Neodine Joddard Date 14/06/02

On behalf of [company] mortgagee/chargee †

† delete as appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

- 1.1.2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under sub-paragraph 1.1.1 above) at the date of the Deed and at any time during the continuance of this security belonging to or charged to the Chargor and all licences at the date of the Deed or thereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged hereunder (the "**Equitably Charged Property**") and/or the proceeds of sale thereof;
- 1.1.3 by way of fixed charge all book debts and other monetary debts and claims from time to time due or owing to the Chargor and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of the Chargor to and in any policies of insurance or assurance but excluding the Accounts (the "**Book and other Debts**");
- 1.1.4 by way of fixed charge all Securities together with all bills of exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor;
- 1.1.5 by way of fixed charge the uncalled capital, goodwill, patents, trademarks, service marks, design rights (registered and unregistered) together with applications for any of the foregoing and the benefit of any priority dates attaching to such applications, copyrights (including rights in computer software), database rights, topography rights, confidential information of any description whatsoever owned by or licensed to the Chargor, know-how, and all other intellectual property rights at the date of the Deed or at any time during the continuance of the security including but not limited to "**Specific Patents**" set out in Schedule 5 below (the "**Goodwill and Intellectual Property**");
- 1.1.6 by way of fixed charge all the Chargor's rights of action in respect of the Goodwill and Intellectual Property and all proceeds thereof including but not limited to the right to commence proceedings and/or receive and recover damages in respect of any infringement of the Goodwill and Intellectual Property whether such infringement occurred at the date of the Deed or at any time during the continuance of the security;
- 1.1.7 by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986;
- 1.1.8 by way of fixed charge all plant vehicles and machinery at the date of the Deed or at any time thereafter belonging to the Chargor (excluding however plant, vehicles and machinery for the time being forming part of its stock in trade);
- 1.1.9 by way of fixed charge all chattels at the date of the Deed or at any time thereafter owned or hired, leased or rented by the Chargor to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and

1.1.10 by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present or future including, without limitation, all the stock in trade of the Chargor and the property, assets and rights mortgaged or charged under paragraphs 1.1.1 to 1.1.9 above if and in so far as the mortgage or charges thereon herein contained shall for any reason be ineffective as fixed charges or security (all such property assets and rights hereinafter called the "Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Securities, the Goodwill and Intellectual Property and all other property hereby mortgaged or charged collectively called (the "**Charged Property**") which expression shall be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit).

1.2 There shall be excluded from the charges created above any assets held by any Company under any contract or agreement the terms of which either preclude absolutely the Chargor from creating any charge over such assets or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Asset**").

2. **Registered Land**

2.1 The Chargor at the date of the Deed applied to the Chief Land Registrar for the registration against the registered titles (if any) specified in Schedule 2 (and any unregistered properties subject to first registration at the date thereof) of the following restriction:

"Except under an Order of the Chief Land Registrar no charge or other security interest or other disposition is to be registered or noted without the consent of the proprietor for the time being of Charge No".

2.2 This Deed secures further advances and the Administrative Agent is under an obligation as herein provided to procure that the Administrative Agent shall make further advances and application is hereby made to the Chief Land Registrar for a note to be entered on the register to that effect.

3. **Negative Pledge and Restriction on Disposals**

3.1 The Chargor covenanted and agreed:

3.1.1 that the mortgage, charges and assignment(s) referred to in paragraphs 1.1.1 to 1.1.9 above shall rank respectively as first legal mortgages and first fixed equitable charges and that the floating charge contained in paragraph 1.1.10 above shall rank as a first floating charge and further that it is a term thereof that it will not, without the prior consent in writing of the Administrative Agent:

- (a) create or attempt to create or permit to subsist any Security Interest or permit any other proprietary right or interest to arise on or affect the Charged Property or any part thereof or any interest therein; or
- (b) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Property or any part thereof or any interest therein or attempt or agree so to do whether by a single or a series of transactions save that this provision shall not

apply either to such of the Charged Property as is charged pursuant to paragraph 1.1.10 above only and not otherwise where any such disposals are made in the ordinary course of trading as it is now conducted for full value and for the purpose of carrying on its business or as permitted pursuant to the Credit Agreement.

4. Further Assurance

The Chargor shall at any time if and when required by the Administrative Agent execute or create any such further legal or other mortgages fixed or floating charges or assignments or any other Security Interest in favour of the Administrative Agent and/or the Banks as the Administrative Agent shall from time to time require over all or any of the Charged Property both present and future including but not limited to all the freehold, leasehold and heritable properties from time to time of the Chargor, the Securities and the Book and other Debts of the Chargor all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys, obligations and liabilities hereby covenanted to be paid or otherwise hereby secured such further mortgages, charges or assignments to be prepared by or on behalf of the Administrative Agent at the cost of the Chargor and to contain such Clauses for the benefit of the Banks as the Administrative Agent may reasonably require and shall be supplemental hereto, subject to the like rights and powers as are hereby conferred upon the Administrative Agent and the Banks and in addition to and not in substitution for the security hereby created and shall furthermore at its own expense execute and do all such notices, documents and things as the Administrative Agent may require for perfecting or protecting the security intended to be created hereby or thereby.

5. Definitions and Interpretation

5.1 In this Form 395 the following words shall have the following meanings:

"Accounts" means the accounts of the Companies listed in Schedule 3 below (or any account from time to time substituted for the same) together with all sums from time to time deposited therein or standing to the credit thereof (including any renewed or substituted deposits) in whatever currency denominated and all interest accrued and accruing thereon;

"Banks": the Administrative Agent and the Lenders and such other banks and/or financial institutions to whom indebtedness and/or liabilities (whether present, future, actual or contingent) of the Borrower under the Credit Agreement may from time to time subsist or any of them;

"Borrower" means Ring Limited (formerly known as Ring PLC and registered in England and Wales with Company No. 29796) whose registered office is situate at Gelderd Road, Leeds, West Yorkshire, LS12 6NB;

"Charging Group": the Borrower and the Charging Subsidiaries and reference to the Charging Group includes a reference to any one or more of the members of the Charging Group;

"Company": each and every member of the Charging Group and **"Companies"** shall

be construed accordingly;

"Credit Agreement" means the amended and restated revolving credit and term loan agreement originally dated 18 July 2000;

"Lenders" means the Administrative Agent and the other banks, lending institutions and insurance companies defined herein;

"Obligor": any Company and any Subsidiary from time to time of the Borrower as may from time to time owe monies, obligations or liabilities to the Banks arising pursuant to or in connection with the Credit Agreement and/or contained in any document given as security therefor by any such Obligor including the Deed;

"Securities": all those shares listed in Schedule 4 and all other stocks, shares and/or other securities legally and/or beneficially owned by any Company or any nominee from time to time including without limitation all dividends, benefits, property, rights, accretions, monies, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise;

"Security Interest" any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising;

"Subsidiary": a subsidiary undertaking as that term is defined by Section 258 of the Companies Act 1985; and

"UK Subsidiary Guarantee" means the guaranty the Charging Subsidiaries entered into guaranteeing the obligations of the Borrower owed to the Lenders under the Credit Agreement.

Schedule 1

The Charging Subsidiaries

Name	Registered Number	Registered Office
Ring Limited	29796	Gelderd Road Leeds LS12 6NB
Arctic Products Limited	1582704	Gelderd Road Leeds LS12 6NB
BMAC Limited	226513	Gelderd Road Leeds LS12 6NB
British Syphon Industries Limited	205667	Gelderd Road Leeds LS12 6NB

Graystone Ring Limited	3045630	Gelderd Road Leeds LS12 6NB
Grove Products (Caravan Accessories) Limited	1148888	Gelderd Road Leeds LS12 6NB
Hovekey Limited	2337036	Gelderd Road Leeds LS12 6NB
Lancer Products Limited	1358125	Gelderd Road Leeds LS12 6NB
Lighten Point Corporation Europe Limited	1457632	Gelderd Road Leeds LS12 6NB
Marshall's Universal Limited	377387	Gelderd Road Leeds LS12 6NB
Newton Mill Limited	299709	Gelderd Road Leeds LS12 6NB
P H Products Limited	3344286	Gelderd Road Leeds LS12 6NB
Ring Group Limited	996508	Gelderd Road Leeds LS12 6NB
Ring Lamp Company Limited	470202	Gelderd Road Leeds LS12 6NB
Ring Parts Limited	3021015	Gelderd Road Leeds LS12 6NB
Van-Line Ltd	1601077	Gelderd Road Leeds LS12 6NB

Schedule 2**Freehold and Leasehold Properties in England and Wales**

Owner	Property	Tenure
British Syphon Industries Ltd	Marlborough Works Marlborough Road Accrington, England BB5 5BE (H.M Land Registry Title No: LA858360)	leasehold

Van-Line Limited	Beza Road Hunslet Leeds, England LS10 2BR (H.M Land Registry Title No: WYK569370)	freehold
BMAC Limited	Broadway Broadway industrial estate Hyde, Greater Manchester SK14 5BE (H.M Land Registry Title No:GM12514)	leasehold
British Syphon Industries Ltd	land on the south side of Bassett Street Canton Cardiff, Wales (H.M Land Registry Title No:WA665834)	freehold

Schedule 3**Accounts**

Ring Limited	Ring Limited	Current	30969441	National Westminster Bank Plc
Arctic Products Limited	Arctic Products	Current	98848407	National Westminster Bank Plc
BMAC Limited	BMAC Limited	Current	31087426	National Westminster Bank Plc
British Syphon Industries Limited	British Syphon Industries	Current	98877712	National Westminster Bank Plc
Grove Products (Caravan Accessories) Limited	Grove Products	Current	31003818	National Westminster Bank Plc
Lancer Products Limited	Lancer	Current	30931495	National Westminster Bank Plc
Lighten Point Corporation Europe Limited	Lighten Point.	Current	30931525	National Westminster Bank Plc
Lighten Point Corporation Europe Limited	Lighten Point	US\$	01-0604623	National Westminster Bank Plc
P H Products Limited	P H Products	Current	98877895	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Current	86551175	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Escrow	5908	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	US\$	01-01309641	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Lira	01-02195291	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Peseta	01-02195305	National Westminster Bank Plc

Ring Lamp Company Limited	Ring Lamp Co	Hong Kong \$	01-02231158	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Guilder	01-02421186	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Yen	01-02460661	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Sw Krona	01-02558343	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Deutschmark	01-06046266	National Westminster Bank Plc
Ring Lamp Company Limited	Ring Lamp Co	Euros	00-06806279	National Westminster Bank Plc
Ring Lamp Company Limited	RP Whitehead	Current	30931517	National Westminster Bank Plc
Van-Line Limited	Van Line	Current	30931487	National Westminster Bank Plc
Arctic Products Limited	Arctic Products	Business Current	60935891	Barclays Bank PLC
Arctic Products Limited	Arctic Products	Business Premium	40226524	Barclays Bank PLC
Arctic Products Limited	Arctic Products	High Interest Business	80975265	Barclays Bank PLC
Arctic Products Limited	Arctic Products	Euro Business Premium	77160622	Barclays Bank PLC
Arctic Products Limited	Arctic Products	Euro Current	58615133	Barclays Bank PLC

National Westminster Bank PLC, Leeds Corporate Business Centre, P.O. Box 183,8 Park Row, Leeds, England LS1 1QT

Barclays Bank PLC, 46-49 Broad Street, Stamford, England PE 9 1PZ

Schedule 4

Specific Shares Charged

<u>UK Company</u>	<u>Legal and beneficial owner</u>	<u>Authorised share capital (GBP)</u>	<u>Issued shares</u>	<u>Par value (GBP)</u>	<u>Percentage held by owner</u>
Arctic Products Limited	Ring Limited	£1,000	8,940	£0.01p	100%
BMAC Limited	Marshall's Universal Limited	£5,000	4,000 ords and 1,000 pefs	£1.00 ords and £1.00 pefs	100%
British Syphon Industries Limited	Ring Limited	£7,600,000	33,921,229 ords and 100,000 pefs	£0.20 ords; and £1.00 cum pefs	100%
Graystone Ring Limited	Ring Limited	£1,000	1	£1.00	100%

Grove Products (Caravan Accessories) Limited	Ring Limited	£2,000	100	£1.00	100%
Hovekey Limited	Ring Limited	£1,000	100	£1.00	100%
Lancer Products Limited	Ring Limited	£20,000	2	£1.00	100%
Lighten Point Corporation Europe Limited	Hovekey Limited	£25,000	20,000	£1.00	100%
Marshall's Universal Limited	British Syphon Industries Limited and A F Welham (as nominee for British Syphon Industries Limited)	£7,094,000	18,789,999	£0.25	100%
Newton Mill Limited	Ords: British Syphon Industries Limited Prefs: British Syphon Industries Limited and 43 others	£400,000	800,000 ords and 200,000 prefs	£0.25 ords; and £1.00 6% cum pref	100% of ords and 50.62% (101,247) of prefs owned by BSIL
PH Products Limited	Ring Limited	£1,000,000	100,002	£1.00	100%
Ring Group Limited	Graystone Ring Limited 6,026,955; and Ring Parts Limited 6,457,900	£3,000,000	12,484,855	£0.10	48.3% Graystone Ring Limited; and 51.7% Ring Parts Limited
Ring Lamp Company Limited	Ring Group Limited	£25,000	25,000	£1.00	100%
Ring Parts Limited	Graystone Ring Limited	£1,000	2	£1.00	100%
Van-Line Limited	British Syphon Industries Limited	£100	100	£1.00	100%

Schedule 5

Specific Intellectual Property Rights

Trademarks

No.	Proprietor	Trademark	Country	Classes	Application Reference	Date of Application	Reg Ref..	Renewal Date	Status
1)	Ring Group Limited	Eagle	U.K.	11			10020 16	18.11. 2007	G
2)	Ring Lamp Company Limited	Sungold	U.K.	11			10618 93	23.04. 2007	G
3)	Ring Group Limited	Ring	U.K.	11			B1076 554	01.04. 2008	G
4)	Ring Lamp Company Limited	Narva	U.K.	11			B1147 962	31.01. 2002	G
5)	Ring Group Limited	Selum	U.K.	11			11540 27	13.05. 2002	G
6)	Ring Group Limited	Sunpak	U.K.	11			11548 70	29.05. 2005	G
7)	Ring Group Limited	Phasar	U.K.	11			12192 11	22.05. 2005	G
8)	Ring Group Limited	Ring Device	U.K.	7			B1219 946	01.06. 2005	G
9)	Ring Group Limited	Ring Device	U.K.	9			B1219 947	01.06. 2005	G
10)	Ring Group Limited	Ring Device	U.K.	11			B1219 948	01.06. 2005	G
11)	Ring Group Limited	Ring	U.K.	9			13579 13	15.09. 2005	G
12)	Ring Group Limited	Ring	U.K.	11			13579 14	15.09. 2005	G
13)	Ring Group Limited	Ring & Device	U.K.	11			13648 19	24.11. 2005	G
14)	Ring Group Limited	Ring & Device	U.K.	12			B1545 508	20.08. 2010	G
15)	Ring Group Limited	Ring Device & Super Life	U.K.	11			15517 33	27.10. 2000	G
16)	Ring Group Limited	Ring Oval Logo	U.K.	7			15783 41	13.07. 2001	G
17)	Ring Group Limited	Ring Oval Logo	U.K.	9			15783 42	13.07. 2001	G
18)	Ring Group Limited	Ring Oval Logo	U.K.	11			15783 43	13.07. 2001	G
19)	Ring Group Limited	Ring Oval Logo	U.K.	12			15783 44	13.07. 2001	G
20)	Ring Group Limited	Luminator	U.K.	11			B1585 875	23.09. 2001	G
21)	Ring Group Limited	Ring Oval Logo x4	U.K.	11			15858 77	23.09. 2001	G

22)	Ring Group Limited	Intelligent PIR Detect	U.K.	9			20540 72	25.01. 2006	G
23)	Ring Group Limited	Ring Electra Blue	U.K.	11			21761 93	29.08. 2008	G
24)	Ring Group Limited	Ring Xenon Plus	U.K.	11			21761 94	29.08. 2008	G
25)	Ring Group Limited	Ring Vision	U.K.	11			21762 12	29.08. 2008	G
26)	Ring Group Limited	Astrica	U.K.	11			21806 58	28.10. 2008	G
27)	Ring Group Limited	Optica	U.K.	9			21806 59	28.10. 2008	G
28)	Ring Group Limited	Sentry	U.K.	9	21816 47	10.11. 1998			P
29)	Ring Group Limited	Electra Blue Light	U.K.	11	21832 74	01.12. 1998			R
30)	Ring Group Limited	Rally Giant	U.K.	11			21839 79	08.12. 2008	G
31)	Ring Group Limited	Arctic White	U.K.	11			22115 24	16.10. 2009	G
32)	Ring Group Limited	White Prism	U.K.	11			22128 84	28.10. 2009	G
33)	Ring Group Limited	Prism Colours	U.K.	11	22153 01	25.11. 1999			P
34)	Ring Group Limited	Ring Alloyz	U.K.	12			22226 44	17.02. 2010	G
35)	Ring Group Limited	Ring Steelheart	U.K.	12			22226 47	17.02. 2010	G
36)	Ring Group Limited	Ring Ultravision	U.K.	11			22226 48	17.02. 2010	G
37)	Ring Group Limited	Ring Backguard	U.K.	9	22273 43	28.03. 2000			P
38)	Ring Group Limited	Silver Enigma	U.K.	11	22303 52	25.04. 2000			P
39)	Ring Group Limited	Ring Ice Blue Logo	U.K.	11	22303 55	25.04. 2000			P
40)	Ring Lamp Company Limited	Ring Device	Chile	-			37925 9	22.06. 2001	G
41)	Ring Group Limited	Ring & Device	Ireland	1			B1012 19	27.09. 2009	G
42)	Ring Lamp Company Limited	Ring & Device	Germany	11			99424 2	05.06. 2008	G
43)	Ring Lamp Company Limited	Ring & Device	New Zealand	11			B1246 05	28.07. 2013	G
44)	Ring Lamp Company Limited	Ring & Device	Norway	-			10506 3	14.05. 2010	G
45)	Ring Group Limited	Ring & Device	S. Africa	11			78/357 9	25.07. 2008	G
46)	Ring Lamp Company Limited	Ring & Device	S. Africa	9			83/498 5	19.07. 2003	G

47)	Ring Lamp Company Limited	Ring & Device	S. Africa	42			83/498 7	19.07. 2003	G
48)	Ring Lamp Company Limited	Ring	S. Africa	11			83/498 6	19.07. 2003	G
49)	Ring Lamp Company Limited	Ring	S. Africa	42			83/498 8	19.07. 2003	G
50)	Ring Lamp Company Limited	Ring & Device	Sweden	7, 9, 11			17929 5	11.12. 2001	G
51)	Ring Lamp Company Limited	Alite Device	Germany	11			10262 46	19.02. 2001	G
52)	Ring Group of Companies Limited (now Ring Group Limited)	Flashpoint	Ireland	11			B9669 9	17.08. 2009	G
53)	Ring Lamp Company Limited	Ring & Device	Greece	9, 12			62.041	29.09. 2008	G
54)	Ring Lamp Company Limited	Ring & Device	Nigeria	11	39895	07.08. 1981			A
55)	Ring Lamp Company Limited	Ring Device	Benelux	7, 9, 11			34521 8	22.03. 2007	G
56)	Ring Lamp Company Limited	Ring & Design	Canada	11			23989 5	15.02. 2010	G
57)	Ring Lamp Company Limited	Isolator	Australia	7	41504 3	12.09. 1984			A
58)	Ring Lamp Company Limited	Narva	Canada				24222 9	03.04. 2010	G
59)	Ring Lamp Company Limited	Ring & Device	Australia	12			32049 6	31.07. 2009	G
60)	Ring Lamp Company Limited	Ring Device	Australia	7			A3419 85	31.07. 2009	G
61)	Ring Lamp Company Limited	Ring Device	Australia	9			A3419 86	31.07. 2009	G
62)	Ring Lamp Company Limited	Ring Device	Australia	12			36254 6	08.07. 2002	G
63)	Ring Lamp Company Limited	Ring & Device	France	9, 11, 12			14747 24	30.06. 2008	G
64)	Ring Group Limited	Ring & Device	USA	-			11394 18	09.09. 2000	G

65)	Ring Lamp Company Limited	Alite Device	France	11			1646278	22.02.2001	G
66)	Ring Lamp Company Limited	Ring Device	Hong Kong	11			B363/1982	06.12.2000	G
67)	Ring Group Companies Limited	Alite and Device	U.K.	11			B670777	30.06.2007	G
68)	Ring Group of Companies Limited (now Ring Group Limited)	Ring Device	Italy	11, 12			518922	02.05.2008	G
69)	Ring Group of Companies Limited (now Ring Group Limited)	Ring & Device	Spain	11			1529562	07.11.2009	G
70)	Ring Group of Companies Limited (now Ring Group Limited)	Ring & Device	Denmark	7, 9, 11			VR025111994	22.04.2004	G
71)	Ring Group of Companies Limited (now Ring Group Limited)	Ring Device	Portugal	11			267735	21.06.2003	G
72)	Ring Group Limited	Ring Oval Logo	S. Africa	11			B94/12313	10.11.2004	G
73)	Ring Group Limited	Ring Oval Logo	Norway	11			172735	02.05.2006	G
74)	Ring Group Limited	Ring Oval Logo	Sweden	11			314074	14.06.2006	G
75)	Ring Group Limited	Ring Oval Logo	Ireland	11			174850	22.08.2001	G
76)	Ring Group Limited	Ring Oval Logo	Benelux	11			559532	08.11.2004	G
77)	Ring Group Limited	Ring Oval Logo	Switzerland	4 Classes			427939	01.12.2004	G
78)	Ring Group Limited	Ring Oval Logo	Chile	11			472140	20.11.2006	G
79)	Ring Group Limited	Ring Oval Logo	USA	11			2077889	08.07.2003	G
80)	Ring Group Limited	Carlex Auto Bulbs	U.K.	11			1143555	08.11.2001	G
81)	Arctic Products Limited	Kand	EC	1, 21			000853879	17.06.2008	G
82)	Arctic Products Limited	Polar	U.K.	17			1309102	06.05.2008	G

83)	Arctic Products Limited	Arctic	U.K.	11, 17, 20			20100 05	04.02. 2005	G
84)	Arctic Products Limited	Arctic	EC	11, 17, 21			00059 3350	24.07. 2007	G
85)	Arctic Products Limited	Text: Putting the power of ice in your hands	U.K.	11, 17, 21			21861 55	14.01. 2009	G
86)	PH Products Limited	Sleepsafe	U.K.	1			20032 02	29.11. 2004	G

NB. Status key:
A - application
G - granted
P - published application
R - Refused

Patent

	Proprietor	Patent	Country	Registration Reference	Date of Renewal
1	Wavecare Limited (patent subsequently acquired by Artic Productions Limited)	Pipe freezing apparatus	United Kingdom	GB 2187815	13.03.2001

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00029796

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 30th MAY 2002 AND CREATED BY RING LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITES DUE OWING OR INCURRED BY EACH OBLIGOR TO SUNTRUST BANK AS TRUSTEE AND AGENT FOR THE BANKS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JUNE 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P.
J.M.