

# 395

COULD HAVE YOU

9 + 01 + 95

Company number

53237

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

\*insert full name  
of Company

\* Mappin & Webb Limited (the "Chargor")

22 November 2005

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

A deed of debenture (the “**Deed**”) between Spider Acquisitions Limited, The MW Group Limited, Mappin & Webb Holdings Limited, Mappin & Webb Limited, Carrington & Co Limited, Watches of Switzerland Limited, Mappin & Webb (CI) Limited and the Bank (as defined below).

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Bank under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "**Secured Liabilities**").

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

Landsbanki Islands hf, Beaufort House, 15 St Botolph Street, London (the "**Bank**")

Postcode EC3A 7QR

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

SJ Berwin LLP

222 Gray's Inn Road,  
London,  
WC1X 8XF

1516/L19377.17/OABM

Time critical reference



**LD2** **COMPANIES HOUSE**

486  
02/12/2005

### Fixed Charge

The Chorgor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 1.2 (g) of the Deed:

- (a) charges in favour of the Bank by way of a first legal mortgage all the property now belonging to it and specified in Part 1 of Schedule 2 of the Deed and all other interests in any freehold or leasehold property now or in the future belonging to it; and
- (b) charges in favour of the Bank by way of a first fixed charge:
  - (i) all the property now belonging to it and specified in Part 2 of Schedule 2 of the Deed and all other interests in any freehold or leasehold property now or in the future belonging to it;

Continued

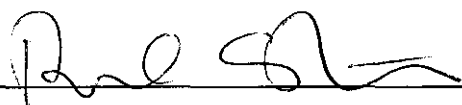
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*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

2/12/05

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. **Cheques and Postal Orders must be made payable to Companies House.**
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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Mappin &amp; Webb Limited (the "Chargor")

## 4 Short particulars of all property mortgaged or charged (continued)

- (ii) all Equipment (other than any Specified Equipment effectively mortgaged to the Bank by way of a first legal mortgage pursuant to paragraph (e) below) now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future;
- (iii) all computers, office equipment and other equipment (not referred to in paragraph (b)(ii) above) and the benefit of all contracts, licences and warranties relating to same;
- (iv) all of its benefits, claims and returns of premiums in respect of the Insurances;
- (v) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them;
- (vi) its goodwill and its uncalled capital both present and future;
- (vii) its rights under any hedging arrangements;
- (viii) any of its beneficial interest, claim or entitlement in any pension fund;
- (ix) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (x) its Intellectual Property now or in the future subject to any necessary (as at the date of the Deed) third party's consent to such charge being obtained. To the extent that such Intellectual Property is not capable of being charged (whether by reason of lack of any such consent or otherwise) the charge purported to be effected as referred to in paragraph (b)(x) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from such Intellectual Property or be awarded or entitled to in respect of such Intellectual Property as continuing security for the payment, discharge and performance of the Secured Liabilities;
- (xi) all Debts;
- (xii) all Related Rights;
- (xiii) all Cash Receipts;
- (xiv) all Other Debts;
- (xv) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (b)(xi) to (b)(xiv);
- (c) mortgages and charges and agrees to mortgage and charge to the Bank all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and

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## 4 Short particulars of all property mortgaged or charged (continued)

- (d) mortgages and charges and agrees to mortgage and charge to the Bank all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

provided that:

- (i) until the Enforcement Date, all dividends and other distributions paid or payable as referred to in paragraph (d) above may be paid directly to the Chargor (in which case the Bank or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Bank shall be paid promptly by it to the Chargor; and
  - (ii) subject to clause 10.4(c) of the Deed until the Enforcement Date, all voting rights attaching to the relevant Group Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Bank or its nominee, as the Chargor may direct in writing, and the Bank and any nominee of the Bank in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so.
- (e) mortgages and charges and agrees to mortgage and charge to the Bank the same to be a security by way of a first mortgage all of its right, title and interest in and to:
- (i) the Specified Equipment;
  - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment.

**Assignments**

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all present and future right, title and interest in and to the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from the Relevant Contracts.

**Floating Charge**

The Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 1.2 (g) of the Deed charges in favour of the Bank by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge as referred to in paragraphs (a) to (e) above or effectively assigned by way of security as referred to in the Assignments paragraph above including, without limitation, all its assets insofar as they are for the time being situated in Scotland.

**Negative Pledge**

The Chargor shall not:

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## 4 Short particulars of all property mortgaged or charged (continued)

- (i) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Deed; or
- (ii) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge referred to in the Floating Charge paragraph above and except as provided for or permitted under the Finance Documents.

Note: clause 1.2 (g) of the Deed is as follows: Every disposition effected by the Deed is made with full title guarantee. The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

Note: Part 1 of Schedule 2 of the Deed is attached hereto as Appendix 1.

Note: Part 2 of Schedule 2 of the Deed is attached hereto as Appendix 2.

Note: clause 10.4 (c) of the Deed is as follows: The Bank and its nominee may at any time after the Enforcement Date exercise or refrain from exercising (in the name of the, Chargor, the registered holder or otherwise and without any further consent or authority from the Chargor and irrespective of any direction given by the Chargor) in respect of the Security Shares any voting rights and any powers or rights under the terms of the Security Shares or otherwise which may be exercised by the person or persons in whose name or names the Security Shares are registered or who is the holder thereof, including, without limitation, all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 as amended by Section 9 of the Trustee Investments Act 1961 in respect of securities or property subject to a trust provided that in the absence of notice from the Bank the Chargor may and shall continue to exercise any and all voting rights with respect to the Group Shares subject always to the terms of the Deed. The Chargor shall not without the previous consent in writing of the Bank exercise the voting rights attached to any of the Group Shares in favour of resolutions having the effect of changing the terms of the Group Shares (or any class of them) or any Related Rights or prejudicing the security under the Deed or impairing the value of the Security Shares. The Chargor hereby irrevocably appoints the Bank or its nominees its proxy to exercise (as provided in or permitted by the Deed) all voting rights so long as the Group Shares belonging to it remain registered in its name.

Note: Schedule 4 of the Deed is attached hereto as Appendix 3.

Note: Schedule 7 of the Deed is attached hereto as Appendix 4.

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Mappin &amp; Webb Limited (the "Chargor")

## 4 Short particulars of all property mortgaged or charged (continued)

Note: Schedule 8 of the Deed is attached hereto as Appendix 5.

Note: Schedule 9 of the Deed is attached hereto as Appendix 6.

**DEFINITIONS**

**"A Term Loan Guarantee"** means the guarantee by BG Holding ehf, Eignarhaldsfelagif Fengur hf, Straumur Burdaras Fjarfestingabanki hd, the Bank, Jerzy Stanislaw Piasecki, Stephen Sargent and Jim West in favour of the Bank dated 22 November 2005.

**"Borrower"** means Spider Acquisitions Limited and Mappin & Webb Limited.

**"Blocked Accounts"** means the following accounts:

- (a) with National Westminster Bank plc, Cavendish Square branch, sort code 60-40-02:
  - (i) Mappin & Webb Limited's account number 83922504;
  - (ii) Watches of Switzerland Limited's account number 83922555;
  - (iii) Watches of Switzerland Limited's account number 83922563; and
  - (iv) Mappin & Webb Limited's account number 83922512;
- (b) with Alliance & Leicester plc, Bridle Road, Bootle branch, sort code 70-22-00:
  - (i) Mappin & Webb Limited's account number 1454617;
  - (ii) Watches of Switzerland Limited's account number 1454625; and
  - (iii) Mappin & Webb Limited's account number 1464280; and
- (c) any bank accounts of an additional Borrower specified as Blocked Accounts in the relevant accession letter.

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in London and Reykjavik.

**"Cash Receipts"** means any payment other than the proceeds of Receivables received by the Chargor in respect of the sale of Stock or the provision of services including (without limitation) payments by cash, cheque and debit card and any rights of the Chargor relating thereto.

**"Credit Card Receivables"** means at any time, all Receivables at such time which are owed to a Borrower by its credit card processors other than any such Receivable:

- (a) which remains fully or partly unpaid 15 days after the sale which generated such Receivable was made;

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## 4 Short particulars of all property mortgaged or charged (continued)

- (b) with respect to which the Bank does not have a valid first ranking fixed charge under the Security Documents;
- (c) with respect to which any credit card processor has or has asserted a counterclaim or has a right of set off, to the extent of such counterclaim or set off;
- (d) where the relevant credit card processor does not have an office located in the United Kingdom (excluding the Channel Islands); and
- (e) where there are facts, events or occurrences which would impair the validity, enforceability or collectability of that Receivable or of reducing the amounts, payable or delaying payment of that Receivable.

**"Debts"** means Credit Card Receivables and/or Trade Receivables.

**"Enforcement Date"** means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities.

**"Equipment"** means (save to the extent that any such items form part of the Chargor's Stock) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

**"Facilities Agreement"** means the facilities agreement dated 22 November 2005 between each of the Obligors and the Bank.

**"Facility Amendment Letter"** means a document in the form set out in Schedule 9 (Form of Facility Amendment Letter) of the Facilities Agreement.

**"Fee Letter"** means a letter between the Bank and Spider Acquisitions Limited setting out the arrangement fees that were to be paid by Spider Acquisitions Limited to the Bank dated 22 November 2005.

**"Finance Document"** means:

- (a) the Facilities Agreement;
- (b) the Security Documents;
- (c) the A Term Loan Guarantee;
- (d) the Fee Letter;

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## 4 Short particulars of all property mortgaged or charged (continued)

- (e) the Facility Amendment Letter; and
- (f) any other document from time to time agreed as such by the Bank and Spider Acquisitions Limited.

**"Fixtures"** means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property.

**"Group Shares"** means all shares specified in Schedule 4 of the Deed or in the Schedule to any deed of accession or, when used in relation to the Chargor, such of those shares as are specified against its name in Schedule 4 of the Deed or in the Schedule to any deed of accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time.

**"Insurances"** means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

**"Intellectual Property"** means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property.

**"Mortgaged Property"** means any freehold or leasehold property (including the Premises) the subject of the security created by the Deed.

**"Obligor"** means each of Spider Acquisitions Limited, The MW Group Limited, Mappin & Webb Holdings Limited, Mappin & Webb Limited, Carrington & Co Limited, Watches of Switzerland Limited, The Jewellers and Silversmiths Co (1994) Limited and Mappin & Webb (CI) Limited together with any person that may become an Obligor.

**"Other Debts"** means all present and future book and other debts of the Chargor, (excluding for the avoidance of doubt Debts and Cash Receipts) all moneys from time to time standing to the credit of any account of the Chargor, and all moneys whether arising under contracts in any other manner due, owing or incurred to the Chargor (and including owed to the Bank).

**"Outstanding"** means in relation to a Trade Receivable, denotes that it is unpaid, whether in whole or in part.

**"Permitted Security Interest"** means any Security Interest which the Chargor is permitted to create or maintain under the terms of the Facilities Agreement.



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## 4 Short particulars of all property mortgaged or charged (continued)

**"Premises"** means any building on the Mortgaged Property or other Security Asset.

**"Receivable"** means at any time, the aggregate present and future obligations of any person to a Borrower for the payment of money to such Borrower at such time together with all Related Rights.

**"Relevant Contracts"** means each of the agreements specified in Schedule 9 of the Deed together with each other agreement supplementing or amending or novating or replacing same.

**"Related Rights"** means in relation to a Receivable, all rights ancillary to the Receivable including without limitation:

- (a) the benefit of every contract giving rise to the Receivable;
- (b) rights of retention of title, lien, recovery of possession and other remedies given by law to an unpaid vendor of goods;
- (c) the benefit of all guarantees, indemnities, securities and policies of insurance held by or available to a Borrower in relation to the debts owed to a Borrower by account debtor;
- (d) all ledgers and records (including computerised records) evidencing the amount owed and the relevant contract; and
- (e) all the Borrower's rights under the contracts of supply between the Borrower and its suppliers in relation to goods supplied or to be supplied by the Borrower in fulfilment of its delivery obligations to an account debtor whose Receivable has been offered or notified to the Bank by the Borrower under the Facilities Agreement.

**"Security Asset"** means all assets of the Chargor the subject of any security created by the Deed (and includes the Mortgaged Property).

**"Security Documents"** means the following:

- (a) the Deed;
- (b) Scots law governed standard security by Watches of Switzerland Limited in favour of the Bank in respect of 53/54 Argyll Arcade, Glasgow G2 8BG; and
- (c) any other document entered into by any Obligor creating or expressed to create a Security Interest over all or any part of its assets in respect of any of the obligations of any of the Obligors under any of the Finance Documents.

**"Security Interest"** means any mortgage, pledge, lien, charge (whether fixed or floating), assignment by way of security, hypothecation, standard security, assignment or assignation by way of security or any other security agreement, retention of title, encumbrance of any kind or any other arrangement (whether relating to existing or future assets) having substantially the same economic affect as any of the foregoing (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien).

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## 4 Short particulars of all property mortgaged or charged (continued)

**"Security Shares"** means the Group Shares and the Related Rights and, in the case of the Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect of such Group Shares.

**"Specified Equipment"** means the Equipment (if any) specified in Schedule 8 of the Deed or in the Schedule to any deed of accession.

**"Specified Intellectual Property"** means the registered Intellectual Property (if any) specified in Schedule 7 of the Deed or in the Schedule to any deed of accession.

**"Stock"** means a Borrower's stock and inventory at any time.

**"Trade Receivables"** means at any time all Receivables at such time where the account debtor is a trade customer of the relevant Borrower and which are evidenced by an invoice rendered by such Borrower to such account debtor other than any such Receivable:

- (a) which does not arise from the actual and bona fide sale and delivery of goods by the relevant Borrower or rendering of services by the relevant Borrower in the ordinary course of its business which transactions are completed in accordance with the terms and provisions contained in any documents relating to such transactions;
- (b) which remains fully or partly unpaid after the Business Day which is, or immediately succeeds the date which is the earlier of:
  - (i) 90 days after the date of the invoice in respect of such Receivable; and
  - (ii) 30 days after the due date for payment in respect of such Receivable;
 or such longer period as may be agreed by the Bank;
- (c) owing by a single account debtor if Receivables representing 50 per cent or more of the aggregate balance owing by such account debtor to the Borrowers are not Receivables by reason of the operation of paragraph (b) above;
- (d) with respect to which the account debtor is a director, officer, employee or affiliate of any Obligor;
- (e) with respect to which the account debtor has or has asserted a counterclaim or has a right of set off, to the extent of such counterclaim or set off;
- (f) as to which performance has not been completed by the relevant Borrower or, as to which all goods and services in connection with such Receivables have not been delivered to or performance for the account debtor or which has not been invoiced or is not fully assignable;
- (g) with respect to which the Bank does not have a valid first ranking fixed charge under the Security Documents;

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## Short particulars of all property mortgaged or charged (continued)

- (h) with respect to which the account debtor is the subject of any bankruptcy or insolvency proceeding in any jurisdiction or has made an assignment for the benefit of creditors or whose assets have been conveyed to a receiver, administrator, trustee or other insolvency official;
- (i) with respect to which the account debtor's obligation to pay the Receivable is conditional upon the account debtor's approval or is otherwise subject to any repurchase obligation or right of return, as with sales made on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval (except with respect to Receivables in connection with which account debtors are entitled to return goods on the basis of the quality of those goods) or consignment basis;
- (j) owed by an account debtor incorporated or resident outside the United Kingdom, unless such Receivable is subject to valid and enforceable credit insurance payable to the Bank issued by an insurer on terms and in an amount acceptable to the Bank as determined by it in good faith and the aggregate invoice values owed by that relevant account debtor are within the insured limit or where the Bank otherwise consents in writing to a Receivable or Receivables due from such an account debtor being eligible;
- (k) in the case of a Trade Receivable owed by an account debtor incorporated or resident in the United Kingdom is a Trade Receivable which when aggregated with all other Outstanding Trade Receivables owed by the same account debtor at that time results in a total of such Outstanding Trade Receivables which exceeds 20% of the amount of all Outstanding Trade Receivables at that time;
- (l) owed by an account debtor whose total indebtedness to the Borrowers exceeds any credit limit set by the Bank from time to time with respect to that account debtor to the extent such Receivable breaches that credit limit provided that any reduction in the credit limit as to a particular account debtor will not cause any Receivables owing by that account debtor as of the date of such reduction not to qualify as Receivables;
- (m) where there are proceedings or actions which are threatened or pending against the account debtors with respect to such Receivables which would result in any material adverse change in any such account debtor's financial condition;
- (n) where there are facts, events or occurrences which would impair the validity, enforceability or collectability of that Receivable or of reducing the amount payable or delaying payment of that Receivable; or
- (o) which the Bank may from time to time, acting reasonably, classify as not eligible as written notice to the relevant Borrower.

# SCHEDULE 2

## Mortgaged Property

### Part 1

Property address	Chargor	Freehold or Leasehold	Date of Lease	Parties to Lease	Term of Lease	Title No.
Ground Floor and Basement 63-65 Brompton Road London SW3	Mappin & Webb Limited	Leasehold	25/06/84	(1) The British Petroleum Pension Trust Ltd  (2) Mappin & Webb Ltd	From 06/12/82 until 24/12/07	NGL4953 05
413 Oxford Street and 55A Duke Street London W1	Mappin & Webb Limited	Leasehold	03/11/93	(1) Grosvenor (Mayfair) Estate  (2) Asprey Plc	24 years from 29/09/93	NGL71 3064
Unit 2 The Burlington No. 124 New Street Birmingham	Watches of Switzerland Limited	Leasehold	16/11/95	(1) Hortons Estates Ltd  (2) Asprey Plc	25 years from 24/06/95	WM624 660
Ground floor shop together with upper mezzanine floor over and the basement cellars and pavement vaults 22 Royal Exchange London EC3	Watches of Switzerland Limited	Leasehold	21 January 1991	(1) The Mayor and Commonalty and Citizens of the City of London and The Wardens and Commonalty of the Mystery of Mercers of the City of London  (2) Guardian Assurance plc  (3) Watches of Switzerland Ltd	25 years commencing on and including 29 September 1987	NGL6780 92

**Part 2**

Property address	Chargor	Freehold or Leasehold	Date of Lease	Parties to Lease	Term of Lease	Title No.
33/35 Corporation Street Birmingham	Mappin & Webb Limited	Leasehold	18/10/00	(1) Birmingham City Council  (2) Mappin & Webb Ltd	15 years from 25/3/98	n/a

Property address	Chargor	Freehold or Leasehold	Date of Lease	Parties to Lease	Term of Lease	Title No.
96 High Street (Ground Floor) Guildford	Mappin & Webb Limited	Leasehold	08/06/89	(1) Triggs Turner's Investment Co. Ltd (2) The Jewellers & Silversmiths Co. Ltd	20 years from and including 25/3/1988	n/a
Unit 1, 55/57A Clarence Street Kingston-upon-Thames	Mappin & Webb Limited	Leasehold	16/01/95	(1) Pensions Management (SWF) Ltd (2) Asprey Plc	25 years from 24/06/94	TGL1547 85
125/126 Fenchurch Street (Basement, Mezzanine, First Floor) London EC3	Mappin & Webb Limited	Leasehold	19/10/59	(1) The City of London Real Property Company Ltd (2) The Alexander Clark Company	63 years from 29/09/59	LN1898 37
Part of Basement, Ground and First Floors Fountain House Fenchurch Street London EC3	Mappin & Webb Limited	Leasehold	30/09/2004	(1) Norwich Union Life & Pensions Limited (2) Mappin & Webb Limited (3) The MW Group Limited	15 years from and including 1 October 2004	NGL8467 64
Basement, ground and first floors 170 Regent Street London W 1	Mappin & Webb Limited	Leasehold	02/05/2002	(1) The Crown Estate Commissioners (2) Mappin & Webb Ltd	11 years from 29/09/2001	n/a
Basement, Ground and First Floors of 12 and 14 St Ann Street and 1 Police Street Manchester	Mappin & Webb Limited	Leasehold	05/12/85	(1) Manchester Commercial Buildings Company Ltd (2) Mappin & Webb Ltd	20 years from 25/03/91	GM43145 0
Basement, Ground, First and Second Floors 1 Commercial Street Leeds	The MW Group Limited	Leasehold	30/07/90	(1) TGP 186 Limited and Michael Charles Harris, John Alaister Lauder and Jonathan Oxley Parker (2) British Shoe	25 years from 29/09/89	WYK47 7698

Property address	Chargor	Freehold or Leasehold	Date of Lease	Parties to Lease	Term of Lease	Title No.
				Corporation Ltd		
15 Market Hill Cambridge	Watches of Switzerland Limited	Leasehold	31 March 1987	(1) Electricity Supply Nominees Ltd (2) Ratners Group plc	25 years from 25 March 1987	CB789 04
Unit 13A The St David's Centre Cardiff	Watches of Switzerland Limited	Leasehold	6 January 1994	(1) Ravenscroft Properties Ltd (2) Asprey plc	25 years from 29 September 1993	WA70140 1
Ground floor and Basement levels of 69 Brompton Road London SW3	Watches of Switzerland Limited	Leasehold	7 March 2000	(1) Ropemaker Properties Ltd (2) Watches of Switzerland Ltd	From (and including) 25 December 1999 and expiring on (and including) 24 December 2014	n/a
Ground Floor and basement 15 and 16 New Bond Street and First Floor Bond Street House, 14 Clifford Street, London W1	Mappin & Webb Limited	Leasehold	08 April 2004	(1) Ilex Limited (2) Mappin & Webb Limited (3) Watches of Switzerland Limited, Mappin & Webb Holdings Limited and The MW Group Limited	25 years from 8 April 2004 expiring on 7 April 2029	n/a SHOULD BE REGISTE RED
First Floor, Bond Street House, 14 Clifford Street, London W1	Not confirmed	Leasehold	26/11/03	(1) Ilex Limited (2) Climate Change Capital Limited	From and including 16 September 2003 expiring on 23 June 2006	n/a
16 New Bond Street London W1	Watches of Switzerland Limited	Leasehold	12 March 1987	(1) B. L. Holdings Ltd (2) Watches of Switzerland Ltd (3) H Samuel Ltd	25 years commencing on 30 June 1981 and expiring on 25 June 2006	n/a
1/1A Old Bond Street, London, W1 (basement and ground floor shop)	Watches of Switzerland Limited	Leasehold	1 Old Bond Street 11 May 2000	(1) Scottish Widows Unit Funds Limited (2) Watches of Switzerland Ltd	25 years from 5 May 2000	NGL7909 37 NGL7909 40

Property address	Chargor	Freehold or Leasehold	Date of Lease	Parties to Lease	Term of Lease	Title No.
			and 1A Old Bond Street 11 May 2000(as amended by Deed of Variation dated 6 October 2000 and added to by Supplemental Lease dated 6 October 2000)			
29 Old Bond Street, London W1	Watches of Switzerland Limited	Leasehold	20 October 1994	(1) Maurice Hatter (2) Carterella Ltd	25 years from and including 29 September 1994	NGL7260 80
124 Regent Street, London W1	Watches of Switzerland Limited	Leasehold	3 December 1979	(1) Smartweston Ltd (2) T&J Perry Ltd	From 21 November 1979 to 30 March 2004	NGL40 9617
Ground floor and basement, 17 King Street, Manchester	Watches of Switzerland Limited	Leasehold	19 October 1987	(1) MEPC plc (2) Watches of Switzerland Ltd	20 years from and including 25 March 1986	n/a
Concession at Terminal 3, Heathrow Airport  NO REPORT PROVIDED	Mappin & Webb Limited	Retail Concession Agreement	25 October 2000	(1) Heathrow Airport Ltd (2) Mappin & Webb Ltd (3) Mappin & Webb Holdings Ltd	from first day of Fitting Out Period until 30 June 2003	n/a
Concession at Terminal 4, Heathrow Airport  NO REPORT PROVIDED	Mappin & Webb Limited	Retail Concession Agreement	15 June 1998	(1) Heathrow Airport Ltd (2) Mappin & Webb Ltd	3 years from 1 January 1998 (Agreement may have expired)	
Selfridges Retail Ltd. The Trafford Centre,	Mappin & Webb Limited	Retail Concession Agreement	30 November 2000	(1) Selfridges Retail Limited (2) Mappin & Webb Ltd	from 1 December 2000 until	n/a



Property address	Chargor	Freehold or Leasehold	Date of Lease	Parties to Lease	Term of Lease	Title No.
Manchester  NO REPORT PROVIDED				(t/a M&W Fashion Watches)	determined by either party	
Ground floor shop and part basement premises at Staple Hall, 87-90 Houndsditch, London EC3	Mappin & Webb Limited	Leasehold	23 August 2005	(1) Heron (Staple Hall No. 1) Limited  (2) Mappin & Webb Limited	8 years from and including 25 December 2005	n/a -
Shop and basement, 5 Westover Road, Bournemouth	Mappin & Webb Limited	Leasehold	20 November 2002	(1) J.S. Longden, R.M. Shaw and J.E. Warren  (2) Mappin & Webb Limited	10 years from and including 29 September 2001	n/a

# SCHEDULE 4

## Group Shares

Chargor	Company Name	Type of Share	Number of Shares
Spider Acquisitions Limited	The MW Group Limited	Ordinary shares of £0.01	2,782,959
Spider Acquisitions Limited	The MW Group Limited	A Ordinary shares of £0.01	2,671,641
Spider Acquisitions Limited	The MW Group Limited	Deferred shares of £0.01	1,160,263,535
The MW Group Limited	Mappin & Webb Holdings Limited	Ordinary shares of 50p each	947,200
The MW Group Limited	Mappin & Webb Holdings Limited	A ordinary shares of 50p each	1,581,296
Mappin & Webb Holdings Limited	Mappin & Webb Limited	Ordinary shares of £10 each	630,000
Mappin & Webb Holdings Limited	Nathan & Co (Birmingham) Limited	Ordinary shares of £1 each	31,310
Mappin & Webb Holdings Limited	Carrington & Co	Ordinary shares of 1p each	19,396,686
Mappin & Webb Limited	Watches of Switzerland Limited	Ordinary shares of £1 each	1,000,000
The MW Group Limited	Watches of Switzerland Limited	Cumulative Redeemable Preference Shares of £1 each	5,500,000
Mappin & Webb Limited	Mappin & Webb (CI) Limited	Ordinary share of £1	1
Mappin & Webb Limited	The Jewellers & Silversmiths (Co) (1994) Limited	Ordinary share of £1	1
The MW Group Limited	The Jewellers & Silversmiths (Co) (1994) Limited	Ordinary share of £1	1

28 June 2005

## Trademark Schedule

Page 1

## Country &amp;

## Trademark Name

AE United Arab Emirates  
MAPPIN & WEBB

Registration No.  
& Date  
22-May-2000  
24703

Application No.  
& Date  
11-May-1999  
31283

Renewal Date  
& Quinn  
11-May-2009

Proprietor  
Mappin & Webb Limited

Class: 08

Goods: Cutlery (other than surgical); boxes for cutlery; knives, forks and spoons; manicure and pedicure sets; nail files, nail clippers, fingernail polishers; penknives; handtools; razors, shavers; hand implements for kitchen use; scissors.

M915-297

AE United Arab Emirates  
MAPPIN & WEBB

01-Nov-2000  
26435

11-May-1999  
31282

11-May-2009

Registered

Mappin &amp; Webb Limited

Class: 14

Goods: Articles included in Class 14 made of precious metals or coated or plated therewith; jewellery and imitation jewellery; horological and chronometric instruments; parts and fittings for all the aforesaid; precious stones; statues; cufflinks; tie pins.

M915-298

AE United Arab Emirates  
MAPPIN & WEBB

08-Feb-2000  
23653

11-May-1999  
31281

11-May-2009

Registered

Mappin &amp; Webb Limited

Class: 21

Goods: Tea services, coffee and dinner services; cocktail shakers; crystal, chinaware, glassware, porcelain and earthenware not included in other classes; brushes, combs, grooming aids; clothes brushes; cork screws; bottle openers; hip flasks; candleholders; small domestic utensils and containers; scent bottles and vases (none of precious metal or coated therewith); toothpicks; picnic baskets; figurines; powder puffs.

M915-299

I.1/1

28 June 2005

# Trademark Schedule

Page 2

Country &&  
Trademark Name  
AU Australia  
MAPPIN & WEBB

Proprietor  
Mappin & Webb Limited  
M915-005

Class: 08

Goods: Cutlery, forks and spoons.

AU Australia  
MAPPIN & WEBB

Registered  
Mappin & Webb Limited  
M915-006

Class: 14

Goods: Articles made of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and parts and fittings for all the aforesaid goods.

AU Australia  
MAPPIN & WEBB

Registered  
Mappin & Webb Limited  
M915-007

Class: 16

Goods: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers, stationery.

AU Australia  
MAPPIN & WEBB

Registered  
Mappin & Webb Limited  
M915-008

Class: 18

Goods: Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags; umbrellas, parasols and walking sticks.

28 June 2005

# Trademark Schedule

Page 3

Country &  
Trademark Name  
AU Australia  
MAPPIN & WEBB

Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status	Proprietor
02-Mar-1990 B529816	02-Mar-1990 529816	02-Mar-2007	Registered	Mappin & Webb Limited

Class: 21

MP15-039

Goods: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hipflasks, glassware, crystal, porcelain, and earthenware.

AU Australia  
MAPPIN PLATE & SUN DEVICE

23-May-1922 A33290	23-May-1922 33290	23-May-2006	Registered	Mappin & Webb Limited
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Class: 14

MP15-575/1

Goods: Electro silver plated goods included in Class 14.

BH Bahrain  
MAPPIN & WEBB

28-Jun-1994 17647	28-Jun-1994 738/94	28-Jun-2014	Registered	Mappin & Webb Limited
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Class: 08

MP15-281

Goods: Cutlery, forks and spoons, all included in Class 8 and all being plated.

BH Bahrain  
MAPPIN & WEBB

28-Jun-1994 17648	28-Jun-1994 739/94	28-Jun-2014	Registered	Mappin & Webb Limited
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Class: 14

MP15-282

Goods: Articles made of precious metals or coated or plated therewith; jewellery, horological and chronometric instruments; and parts and fittings for all the aforesaid goods.

28 June 2005

## Trademark Schedule

Page 4

Country &  
Trademark Name  
BH Bahrain  
MAPPIN & WEBB

Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
28-Jun-1994 17646	28-Jun-1994 737/94	28-Jun-2014	Registered	Mappin & Webb Limited

Class: 16

Goods: Printed matter, printed publications; ordinary playing cards; photographs; wrapping and packaging materials; pens, pencils, letter openers; stationery; all included in Class 16.

M915-213

BH Bahrain  
MAPPIN & WEBB

28-Jun-1994 17651	28-Jun-1994 742/94	28-Jun-2014	Registered	Mappin & Webb Limited
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Class: 18

Goods: Articles made of leather; trunks and travelling bags; umbrellas, parasols and walking sticks: all included in Class 18.

M915-234

BH Bahrain  
MAPPIN & WEBB

28-Jun-1994 17649	28-Jun-1994 740/94	28-Jun-2014	Registered	Mappin & Webb Limited
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Class: 21

Goods: Small domestic utensils and containers; brushes, combs, clothes brushes, grooming aids; corkscrews, bottle openers, hipflasks, glassware, crystal, porcelain, china and earthenware; all included in Class 21.

M915-235

BH Bahrain  
MAPPIN & WEBB

28-Jun-1994 17650	28-Jun-1994 741/94	28-Jun-2014	Registered	Mappin & Webb Limited
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Class: 25

Goods: Articles of clothing included in Class 25.

M915-236

28 June 2005

## Trademark Schedule

Page 5

Country &  
Trademark Name  
BH Bahrain  
MAPPIN PLATE

14915-287

Proprietor

Mappin & Webb Limited

Status

Registered

Renewal Date  
& Quinn  
28-Jun-2014

Registration No.  
& Date  
28-Jun-1994  
17644

Application No.  
& Date  
28-Jun-1994  
735/94

Class: 08

Goods: Cutlery, forks and spoons, all included in Class 8 and all being plated.

BH Bahrain  
MAPPIN PLATE

Mappin & Webb Limited

Registered

28-Jun-2014

28-Jun-1994  
17645

28-Jun-1994  
736/94

Class: 14

Goods: Electro silver plated goods included in Class 14.

BX Benelux  
MAPPIN PLATE

Mappin & Webb Limited

Registered

01-Oct-2008

01-Oct-1971  
64402

01-Oct-1971  
64402

Class: 06

Goods: Metals plated with silver by electrolysis and articles made from such plated metals.

14915-276/2

28 June 2005

# Trademark Schedule

Page 6

Country &  
Trademark Name  
CA Canada  
MAPPIN & WEBB

Registration No.  
& Date  
Application No.  
& Date  
Renewal Date  
& Quinn

Status  
Pending  
Proprietor  
Mappin & Webb Limited

## Class:

Goods: Cutlery, forks and spoons; jewellery, namely watches and clocks; printed publications, namely catalogues; ordinary playing cards; diaries; photographs; pens, pencils, letter openers; stationery, namely, paper, writing paper, envelopes, greeting cards, pads and all the goods found in a stationery store; articles made of leather, namely, evening bags, handbags, capbags, purses, memo pads, business card holders, credit card holders, attache cases, brief cases, photographic albums, leather bound address books and visitor books; trunks and travelling bags; umbrellas, parasols and walking sticks; brushes, combs, clothes brushes, grooming aids namely, combs and brushes, scissors and files; corkscrews, bottle openers, hipflasks; glassware, crystal, porcelain and china namely dishes, cups, saucers, glasses, bowls, ornaments, earthenware; articles of outer clothing, namely, coats, jackets and raincoats, golf jackets, suits, leisure suits, sports coats; headgear, namely, caps and headbands.

M915-293

CA Canada  
MAPPIN PLATE

09-Feb-1917  
22314/92  
09-Feb-1917  
79168  
09-Feb-2012

Registered  
Mappin & Webb Limited

## Class:

Goods: Silver plate of every kind.

M915-2754

CA Canada  
MAPPIN PLATE

26-Mar-1996  
807709

Pending  
Advertised  
Mappin & Webb Limited

## Class:

Goods: Cutlery, forks and spoons; silver plated goods, namely, jewellery, watches and clocks, serving dishes, ladies, jugs, decanter, bowls, punch bowls, photo frames, cigarette cases.

M915-292



# Trademark Schedule

28 June 2005

Country &  
Trademark Name  
CH Switzerland  
MAPPIN & WEBB

Proprietor  
Mappin & Webb Limited

MP15-080

Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status
28-Mar-1990 380681	28-Mar-1990 2433/1990.4	28-Mar-2010	Registered

Class: 16,25

Goods: Class 16: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers; stationery. Class 25: Articles of clothing included in Class 25.

CH Switzerland  
MAPPIN & WEBB

Proprietor  
Mappin & Webb Limited

MP15-27529

Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status
04-Nov-1988 368149	04-Nov-1988 7876	04-Nov-2008	Registered

Class: 08,14,18,21

Goods: Class 8: Cutlery, forks and spoons. Class 14: Articles of silver and silver plate, jewellery, watches and clocks. Class 18: Leather goods including bags, wallets, key fobs, and purses. Class 21: Ceramic and glass tableware and household utensils and containers.

CH Switzerland  
MAPPIN PLATE

Proprietor  
Mappin & Webb Limited

MP15-27520

Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status
27-Apr-1922 319933	27-Apr-1922 102056	27-Apr-2012	Registered

Class: 14

Goods: Electrically silvered articles.

CN China  
MAPPIN & WEBB

Proprietor  
Mappin & Webb Limited

MP15-389

Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status
14-Mar-1996 822883	24-Mar-1994 94023333	13-Mar-2006	Registered

Class: 08

Goods: Cutlery, forks and spoons.

28 June 2005

## Trademark Schedule

Page 8

Country &&  
Trademark Name  
CN China  
MAPPIN & WEBB

Registration No. && Date	Application No. && Date	Renewal Date && Quin	Status	Proprietor
28-Nov-1995 795459	24-Mar-1994 94023332	27-Nov-2005	Registered	Mappin & Webb Limited

NO15-270

### Class: 14

Goods: Goods in precious metals or coated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and assemblies and parts thereof, paste jewellery.

DK Denmark  
MAPPIN

30-Sep-1994 06450/1994	27-Apr-1992 03152/1992	30-Sep-2014	Registered	Mappin & Webb Limited
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NO15-066

### Class: 08, 14, 16, 18, 21, 25

Goods: Class 8: Cutlery, forks and spoons. Class 14: Articles made of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and parts and fittings for all the aforesaid goods (not included in other classes). Class 16: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers; stationery. Class 18: Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags; umbrellas, parasols and walking sticks. Class 21: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hipflasks, glassware, crystal, porcelain, china and earthenware. Class 25: Articles of clothing.

28 June 2005

# Trademark Schedule

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Country &&  
Trademark Name  
FR France  
MAPPIN & WEBB

Registration No.  
&& Date  
05-Apr-1990  
1585182

Application No.  
&& Date  
05-Apr-1990  
20017

Renewal Date  
&& Quinn  
05-Apr-2010

Proprietor  
Mappin & Webb Limited

Status  
Registered

14915-082

Class: 16, 18, 21, 25

Goods: Class 16: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers; stationery. Class 18: Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags, umbrellas, parasols and walking sticks. Class 21: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hipflasks, glassware, crystal, porcelain, china and earthenware. Class 25: Articles of clothing included in class 25.

FR France  
MAPPIN & WEBB

Registration No.  
&& Date  
14-Apr-1989  
1495500

Application No.  
&& Date  
31-Oct-1978  
301071

Renewal Date  
&& Quinn  
24-Oct-2008

Proprietor  
Mappin & Webb Limited

Status  
Registered

14915-27547

Class: 08, 14, 21

Goods: Articles of precious metal and their imitations; articles plated with silver or other metal; jewellery; costume jewellery; gems; cutlery and hollow ware of stainless steel.

FR France  
MAPPIN PLATE

Registration No.  
&& Date  
26-Nov-1976  
1381274

Application No.  
&& Date  
26-Nov-1976  
825179

Renewal Date  
&& Quinn  
24-Nov-2006

Proprietor  
Mappin & Webb Limited

Status  
Registered

14915-27553

Class: 14

Goods: All articles of silver metal, coated or plated therewith for all usages.

28 June 2005

# Trademark Schedule

Page 10

Country && Trademark Name GB United Kingdom ATHENIAN	Registration No. & Date 27-Mar-1975 1044285	Application No. & Date 27-Mar-1975 1044285	Renewal Date & Quinn 27-Mar-2006	Status Registered	Proprietor Mappin & Webb Limited M915-27501
Class: 08 Goods: Cutlery, forks and spoons, all for table use.	16-Jan-1990 1413511	16-Jan-1990 1413511	16-Jan-2007	Registered	Mappin & Webb Limited M915-002
Class: 08 Goods: Cutlery, forks and spoons; all included in Class 8.	16-Jan-1990 1413512	16-Jan-1990 1413512	16-Jan-2007	Registered	Mappin & Webb Limited M915-003
Class: 14 Goods: Articles of precious metal or their alloys or coated or plated therewith; precious stones, jewellery and imitation jewellery; medals; horological and chronometric instruments; parts and fittings for all the aforesaid goods; all included in Class 14.					
GB United Kingdom M TRUSTWORTHY & DEVICE	10-Apr-1876 4810	10-Apr-1876 4810	10-Apr-2012	Registered	Mappin & Webb Limited M915-27506
Class: 08 Goods: Table cutlery, pocket knives, penknives, sporting knives, desk knives, scissors, razors; but not including electro-plated cutlery.					

28 June 2005

## Trademark Schedule

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Country &&

Trademark Name

GB United Kingdom

M TRUSTWORTHY & DEVICE

Class: 08, 14

Goods: Class 8: Cutlery including electro-plated cutlery. Class 14: Silver and electro-plated hollowware and giftware, jewellery.

Registration No. & Date	Application No. & Date	Renewal Date & Quinquennial
08-Feb-1995 2026381	08-Jul-1995 2026381	08-Jul-2015

Proprietor

Mappin & Webb Limited

M915-291

Status

Registered

GB United Kingdom

MAPPIN & WEBB

Class: 16

Goods: Printed matter, printed publications; ordinary playing cards; diaries; photographs; wrapping and packaging materials; pens, pencils and letter openers; stationery; all included in Class 16.

09-Feb-1990 B1418537
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09-Feb-1990 1418537
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09-Feb-2007

Registered

Mappin & Webb Limited

M915-021

GB United Kingdom

MAPPIN & WEBB

Class: 18

Goods: Articles made of leather; trunks and travelling bags; umbrellas; parasols and walking sticks; all included in Class 18.

09-Feb-1990 B1418538
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09-Feb-1990 1418538
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09-Feb-2007

Registered

Mappin & Webb Limited

M915-022

28 June 2005

## Trademark Schedule

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## Country &amp;

## Trademark Name

GB United Kingdom  
MAPPIN & WEBB

## Registration No.

&amp; Date

09-Feb-1990  
B1418539

## Application No.

&amp; Date

09-Feb-1990  
1418539

## Renewal Date

&amp; Quinn

09-Feb-2007

## Status

Registered

## Proprietor

Mappin &amp; Webb Limited

## Class: 21

Goods: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hip flasks; glassware, crystal porcelain and china, earthenware; all included in Class 21.

M915-023

GB United Kingdom  
MAPPIN & WEBB01-Apr-1980  
113133201-Apr-1980  
1131332

01-Apr-2011

Registered

Mappin &amp; Webb Limited

## Class: 08

Goods: Cutlery, forks and spoons, all included in Class 8.

M915-27537

GB United Kingdom  
MAPPIN & WEBB01-Apr-1980  
113133301-Apr-1980  
1131333

01-Apr-2011

Registered

Mappin &amp; Webb Limited

## Class: 14

Goods: Articles included in Class 14 made of precious metals or coated or plated therewith, jewellery, horological and chronometric instruments; and parts and fittings for all the aforesaid goods.

M915-27538

GB United Kingdom  
MAPPIN PLATE09-Apr-1981  
115220909-Apr-1981  
1152209

09-Apr-2012

Registered

Mappin &amp; Webb Limited

## Class: 08

Goods: Cutlery, forks and spoons, all included in Class 8 and all being plated.

M915-27533

28 June 2005

# Trademark Schedule

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Country &&  
Trademark Name  
GB United Kingdom  
MAPPIN PLATE

Registration No.  
&& Date  
22-Apr-1920  
B403288

Application No.  
&& Date  
22-Apr-1920  
403288

Renewal Date  
&& Quinn  
22-Apr-2014

Status  
Registered

Proprietor  
Mappin & Webb Limited

Class: 08,14

Goods: Class 8: Electro silver plated cutlery. Class 14: Electro silver plated goods.

GB United Kingdom  
MAPWEB

Registration No.  
&& Date  
24-Feb-1911  
331405

Application No.  
&& Date  
24-Feb-1911  
331405

Renewal Date  
&& Quinn  
24-Feb-2015

Status  
Registered

Proprietor  
Mappin & Webb Limited

Class: 08

Goods: Cutlery, razors and scissors; but not including electro-plated cutlery.

GB United Kingdom  
SUN LOGO

Registration No.  
&& Date  
09-Feb-1990  
1418533

Application No.  
&& Date  
09-Feb-1990  
1418533

Renewal Date  
&& Quinn  
09-Feb-2007

Status  
Registered

Proprietor  
Mappin & Webb Limited

Class: 14

Goods: Articles of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments; parts and fittings for all the aforesaid goods; all included in Class 14.

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## Trademark Schedule

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Country &&  
Trademark Name  
GB United Kingdom  
SUN LOGO

Registration No.  
&& Date  
09-Feb-1990  
1418534

Application No.  
&& Date  
09-Feb-1990  
1418534

Renewal Date  
&& Quin  
09-Feb-2007

Status  
Registered

Proprietor  
Mappin & Webb Limited

Class: 16

M015-160

Goods: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers; stationery; all included in Class 16.

GB United Kingdom  
SUN LOGO

09-Feb-1990  
1418535

09-Feb-1990  
1418535

09-Feb-2007

Registered

Mappin &amp; Webb Limited

Class: 18

M015-161

Goods: Leather and imitations of leather and goods made of these materials; trunks and travelling bags; umbrellas, parasols and walking sticks; all included in Class 18.

GB United Kingdom  
TUSCA

18-Nov-1907  
298105

18-Nov-1907  
298105

18-Nov-2005

Registered

Mappin &amp; Webb Limited

Class: 08

M015-275A3

Goods: Knives and forks for table use, all made of steel.



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## Trademark Schedule

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Country &  
Trademark Name

HK Hong Kong  
MAPPIN & WEBB (IN CHINESE)

Class: 08

Goods: Cutlery, forks and spoons. All included in Class 8.

Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
03-Mar-1990 2573/91	03-Mar-1990 1785/90	03-Mar-2011	Registered	Mappin & Webb Limited M915-198

HK Hong Kong  
MAPPIN & WEBB (IN CHINESE)

Class: 14

Goods: Articles included in Class 14 made of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and parts and fittings for all the aforesaid goods.

03-Mar-1990 2575/91	03-Mar-1990 1787/90	03-Mar-2011	Registered	Mappin & Webb Limited M915-199
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HK Hong Kong  
MAPPIN & WEBB (IN CHINESE)

Class: 21

Goods: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hipflasks, glassware, crystal, porcelain, china and earthenware.

03-Mar-1990 2574/91	03-Mar-1990 1786/90	03-Mar-2011	Registered	Mappin & Webb Limited M915-200
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28 June 2005

## Trademark Schedule

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Country &&  
Trademark Name  
JE Jersey  
MAPPIN PLATE

Proprietor  
Mappin & Webb Limited

### Class: 14

Goods: Electro silver plated goods in Class 14.

MP15-27213

JP Japan  
MAPPIN & WEBB

Proprietor  
Mappin & Webb Limited

### Class: 19

Goods: Pots and pans, tableware, food or drink storage containers; cooking utensils; paper napkins; sewing sets; goldfish bowls, dog collars.

MP15-27214

JP Japan  
MAPPIN & WEBB

Proprietor  
Mappin & Webb Limited

### Class: 14, 20, 21

Goods: Class 14: Jewel cases of precious metal, vases and flower bowls of precious metal. Class 20: Furniture, morticians or festival goods, illuminated picture frames. Class 21: Vases and basins (excluding those of precious metal), wind-bells.

MP15-27215

# Trademark Schedule

28 June 2005

Country &&  
Trademark Name  
JP Japan  
MAPPIN & WEBB

Registration No. && Date  
31-Jan-1991  
2295219

Application No. && Date  
02-Aug-1988  
63-098706

Renewal Date && Quinn  
31-Jan-2011

Status  
Registered

Proprietor  
Mappin & Webb Limited

Class: 8, 14, 18, 21, 26

Goods: Class 8: Shaving set cases, pedicure sets, manicure sets. Class 14: Personal ornaments (excluding cuff buttons), cuff buttons, pouches and purses of precious metal, jewels and imitations of jewels, compacts of precious metal. Class 21: Toiletry articles (excluding electric tooth brushes), perfume sprayers. Class 26: Medals for clothing (excluding those of precious metal), badges for wearing (excluding those of precious metal), buckles for clothing, brooches for clothing, clips for "obi", pins for bonnets (excluding those of precious metal), stickers, brassards, buttons or the like, head adornments.

MP/15-232/8

JP Japan  
MAPPIN & WEBB

Registration No. && Date  
30-Aug-1991  
2332529

Application No. && Date  
02-Aug-1988  
63-089711

Renewal Date && Quinn  
30-Aug-2011

Status  
Registered

Proprietor  
Mappin & Webb Limited

Class: 14, 34

Goods: Class 14: Cigarette cases of precious metal, ashtrays of precious metals, lighters of precious metal. Class 34: Cigarette cases (excluding those made of precious metal), ashtrays (excluding those made of precious metal), lighters (excluding those made of precious metal), lighter flints, liquid gas containers for lighters.

MP/15-233

28 June 2005

## Trademark Schedule

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Country &  
Trademark Name  
JP Japan  
MAPPIN & WEBB

Registration No.  
& Date  
29-Nov-1991  
2351861

Application No.  
& Date  
02-Aug-1988  
63-089702

Renewal Date  
& Quinn  
29-Nov-2011

Status  
Registered

Proprietor  
Mappin & Webb Limited

M915-254

### Class: 8

Goods: Nail clippers, the other scissors or the like, thin bladed kitchen cutlery, butchers knives, table knives, the other cutlery or the like, fish scoops, rice scoops, sugar scoops.

JP Japan  
MAPPIN & WEBB

Registration No.  
& Date  
31-Jul-1991  
2321466

Application No.  
& Date  
02-Aug-1988  
63-089708

Renewal Date  
& Quinn  
31-Jul-2011

Status  
Registered

Proprietor  
Mappin & Webb Limited

M915-255

### Class: 9, 14

Goods: Class 9: Swimming masks, swimming goggles, ordinary spectacles, goggles, other glasses. Class 14: Wrist watches, clocks, pocket watches, automobile clocks, stop watches, alarm clocks, hanging clocks, electric clocks and watches, electronic clocks and watches.

JP Japan  
MAPPIN & WEBB

Registration No.  
& Date  
30-Aug-1991  
2326719

Application No.  
& Date  
02-Aug-1988  
63-089709

Renewal Date  
& Quinn  
30-Aug-2011

Status  
Registered

Proprietor  
Mappin & Webb Limited

M915-256

### Class: 16

Goods: Pencils, sign pens, mechanical pencils, pen holders, ball-point pens, fountain pens, writing brushes, the other writing implements, pen cases.

JP Japan  
MAPPIN & WEBB

Registration No.  
& Date  
31-Jul-1991  
2321467

Application No.  
& Date  
02-Aug-1988  
63-89710

Renewal Date  
& Quinn  
31-Jul-2011

Status  
Registered

Proprietor  
Mappin & Webb Limited

M915-257

### Class: 16, 20

Goods: Class 16: Catalogues, diaries, photo albums. Class 20: Picture frames.

28 June 2005

# Trademark Schedule

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Country & Trademark Name JP Japan THE SANDRINE COLLECTION	Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status	Proprietor
		20-Oct-1989 01-119823		Pending	Mappin & Webb Limited
KW Kuwait MAPPIN & WEBB	01-Dec-1980 11954	01-Dec-1980 11954	29-Nov-2000	Registered Under Renewal	M015-260 Mappin & Webb Limited
NZ New Zealand MAPPIN & WEBB	21-Feb-1990 199996	21-Feb-1990 199996	21-Feb-2011	Registered	M015-275/17 Mappin & Webb Limited
NZ New Zealand MAPPIN & WEBB	21-Feb-1990 199985	21-Feb-1990 199985	21-Feb-2011	Registered	M015-041 Mappin & Webb Limited

Class: 14

Goods: Articles made of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and parts and fittings for all the aforesaid goods.

## Trademark Schedule

Country &  
Trademark Name  
NZ New Zealand  
MAPPIN & WEBB

Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status	Proprietor
21-Feb-1990 199986	21-Feb-1990 199986	21-Feb-2011	Registered	Mappin & Webb Limited

Class: 16

M915-043

Goods: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers; stationery.

NZ New Zealand  
MAPPIN & WEBB

21-Feb-1990 199987	21-Feb-1990 199987	21-Feb-2011	Registered	Mappin & Webb Limited
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Class: 18

M915-044

Goods: Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags; umbrellas, parasols and walking sticks.

NZ New Zealand  
MAPPIN & WEBB

21-Feb-1990 199988	21-Feb-1990 199988	21-Feb-2011	Registered	Mappin & Webb Limited
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Class: 21

M915-045

Goods: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hipflasks, glassware, crystal, porcelain and china and earthenware in this class.

NZ New Zealand  
MAPPIN PLATE & SUN DEVICE

30-May-1922 19065	30-May-1922 19065	30-May-2006	Registered	Mappin & Webb Limited
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Class: 14

M915-275/20

Goods: Electro-silver plated goods in Class 14.

28 June 2005

## Trademark Schedule

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Country &  
Trademark NamePG Papua New Guinea  
MAPPIN PLATE & SUN DEVICE

Class: 14

Goods: Electro silver plated goods included in Class 14.

PT Portugal  
MAPPIN & WEBB

Class: 08

Goods: Cutlery, forks and spoons.

PT Portugal  
MAPPIN & WEBB

Class: 14

Goods: Articles made of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and parts and fittings for all the aforesaid goods.

PT Portugal  
MAPPIN & WEBB

Class: 16

Goods: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers, stationery.

Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
15-Sep-1975 A2534R	21-Jul-1980 A2534R	15-Sep-2005	Registered	Mappin & Webb Limited

M915-275/21

04-Nov-1992 265689	04-Jul-1990 265689	04-Nov-2012 04-Nov-2007	Registered	Mappin & Webb Limited
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M915-219

04-Nov-1992 265690	04-Jul-1990 265690	04-Nov-2012 04-Nov-2007	Registered	Mappin & Webb Limited
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M915-220

04-Nov-1992 265691	04-Jul-1990 265691	04-Nov-2012 04-Nov-2007	Registered	Mappin & Webb Limited
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M915-221

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# Trademark Schedule

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Country &  
Trademark Name  
PT Portugal  
MAPPIN & WEBB

Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
04-Nov-1992 265692	04-Jul-1990 265692	04-Nov-2012 04-Nov-2007	Registered	Mappin & Webb Limited

Class: 18

Goods: Leather and imitations of leather and goods made of these materials and not included in other classes; trunks and travelling bags; umbrellas, parasols and walking sticks.

PT Portugal  
MAPPIN & WEBB

04-Nov-1992 265693	04-Jul-1990 265693	04-Nov-2012 04-Nov-2007	Registered	Mappin & Webb Limited
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Class: 21

Goods: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hip flasks, glassware, crystal, porcelain, china and earthenware.

PT Portugal  
MAPPIN & WEBB

04-Nov-1992 265694	04-Jul-1990 265694	04-Nov-2012 04-Nov-2007	Registered	Mappin & Webb Limited
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Class: 25

Goods: Articles of clothing included in Class 25.

SG Singapore  
MAPPIN & WEBB

09-Apr-1990 2592/90	09-Apr-1990 2592/90	09-Apr-2007	Registered	Mappin & Webb Limited
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Class: 08

Goods: Cutlery, forks and spoons.



28 June 2005

# Trademark Schedule

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Country &  
Trademark Name  
SG Singapore  
MAPPIN & WEBB

Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
09-Apr-1990 2591/90	09-Apr-1990 2591/90	09-Apr-2007	Registered	Mappin & Webb Limited

M915-075

Class: 14

Goods: Articles made of precious metals or their alloys or coated or plated therewith, precious stones, jewellery and imitation jewellery, horological and chronometric instruments and parts and fittings for all the aforesaid goods.

SG Singapore  
MAPPIN & WEBB

09-Apr-1990 2590/90	09-Apr-1990 2590/90	09-Apr-2007	Registered	Mappin & Webb Limited
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M915-076

Class: 16

Goods: Printed matter, printed publications, ordinary playing cards, diaries, photographs, wrapping and packaging materials, pens, pencils and letter openers; stationery; all included in Class 16.

SG Singapore  
MAPPIN & WEBB

09-Apr-1990 2589/90	09-Apr-1990 2589/90	09-Apr-2007	Registered	Mappin & Webb Limited
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M915-077

Class: 18

Goods: Articles made of leather; trunks and travelling bags; umbrellas, parasols and walking sticks; all included in Class 18.

SG Singapore  
MAPPIN & WEBB

09-Apr-1990 2588/90	09-Apr-1990 2588/90	09-Apr-2007	Registered	Mappin & Webb Limited
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M915-078

Class: 21

Goods: Small domestic utensils and containers, brushes, combs, clothes brushes, grooming aids, corkscrews, bottle openers, hip flasks, glassware, crystal, porcelain and china and earthenware.

28 June 2005

# Trademark Schedule

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Country &  
Trademark Name  
UY Uruguay  
MAPPIN PLATE

Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
17-Nov-1966 144347	215399	24-Jul-2007	Registered	Mappin & Webb Limited

Class: 14,16,19,20,21,28

Goods:

ZA South Africa  
MAPPIN & WEBB

02-Apr-1974 74/1626	02-Apr-1974 74/1626	02-Apr-2014	Registered	Mappin & Webb Limited
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Class: 08

Goods: Cutlery, forks and spoons.

ZA South Africa  
MAPPIN & WEBB

02-Apr-1974 74/1627	02-Apr-1974 74/1627	02-Apr-2014	Registered	Mappin & Webb Limited
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Class: 14

Goods: Goods in precious metals and their alloys, or coated therewith; jewellery; horological and other chronometric instruments.

ZA South Africa  
MAPPIN PLATE

23-Mar-1920 478/20	23-Mar-1920 478/20	23-Mar-2006	Registered	Mappin & Webb Limited
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Class: 14

Goods: Electro silver plate of all kinds.

**SCHEDULE 8**

**Specified Equipment**

None

## SCHEDULE 9

### Relevant Contracts (if any)

Acquisition Agreement

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00053237

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 22nd NOVEMBER 2005 AND CREATED BY MAPPIN & WEBB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO LANDSBANKI ISLANDS HF ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th DECEMBER 2005.

*IP*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES