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

*insert full name
of Company

COMPANIES FORM No. 395

217124/481

Particulars of a mortgage or charge

395

A fee of £13 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

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[18]

314272

Name of company

* Premier International Foods UK Limited (the **Chargor**)

Date of creation of the charge

12 January 2009

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

A security agreement dated 12 January 2009 between, among others, the
Chargor and the Security Trustee (as defined below) (the **Deed**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or
contingent and whether owned jointly or severally or in any other capacity
whatsoever) of each Obligor (as defined below) to any Finance Party (as
defined below) under each Finance Document (as defined below) (the **Secured
Liabilities**).

The term Finance Document includes all amendments and supplements including
supplements providing for further advances.

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

Barclays Bank PLC as agent and trustee for the Finance Parties (the
Security Trustee) 5 The North Colonnade, Canary Wharf, London

Postcode E14 5BB

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

Allen & Overy LLP
One Bishops Square
London

E1 6AD

Time critical reference

FIP/SELS/BK: 10602030.1

For official Use (06/2005)

Mortgage S

Post room

THURSDAY



A65

AGKLZ6QQ

22/01/2009

COMPANIES HOUSE

319

Short particulars of all the property mortgaged or charged

Please see continuation sheet.

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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

Allen + Overy LLP

Date 22/01/09

On behalf of ~~XXXXXX~~ [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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed:
- (i) is created in favour of the Security Trustee;
 - (ii) in respect of the floating charge referred to in Clause 1.3 of this Form 395 and clause 2.5 (Floating charge) of the Deed, is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
- (i) the Chargor must notify the Security Trustee promptly;
 - (ii) the Security created under the Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed.
- (c) The Security Trustee holds the benefit of the Deed on trust for the Finance Parties.

1.2 Intellectual property

The Chargor charges, by way of a first fixed charge, all of its rights in respect of Key Brand IPR specified under its name in Schedule 2 to this Form 395.

1.3 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed.
- (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
- (i) the Facility Agent has issued a Repayment Notice to the Parent in accordance with clause 7.1 (b) of the Credit Agreement; or
 - (ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, provided that the assets the subject of the legal process have a market value of not less than £7,500,000 or its equivalent.

- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if (i) an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator or (ii) there is a breach by any Obligor of any of its material obligations under the Finance Documents or a representation or warranty made or deemed to be made by any Obligor in any Finance Document or in any document delivered by or on behalf of any Obligor under any Finance Document is incorrect or misleading in any material respect.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. LIMITATIONS

While any amounts are or may become outstanding under the 2006 Finance Documents:

- (a) the aggregate amount payable to the Finance Parties by the Deed Chargors collectively in respect of each Deed Chargor's obligations in its capacity as a Guarantor, shall not exceed the higher of:
- (i) £15,000,000; and
 - (ii) any higher amount which, if the subject of security guaranteed by the Obligors, would not result in a breach of the 2006 Finance Documents; and
- (b) the aggregate amount payable by the Deed Chargors collectively under the Deed shall not exceed the higher of:
- (i) £75,000,000; and
 - (ii) any higher amount which, if the subject of security guaranteed by the Obligors, would not result in a breach of the 2006 Finance Documents.

3. RESTRICTIONS ON DEALINGS

The Chargor may not:

- (a) create or permit to subsist any Security on any Security Asset or any third party interest on or in the Disposals Account and the debt represented by it; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except:

- (i) as expressly allowed under the Credit Agreement;
- (ii) in respect of any Security Asset other than a Mortgaged Property, a Key Brand IPR or the Disposals Account, as permitted under the 2006 Facility Agreement; and

- (iii) licences relating to the Key Brand IPR granted in the ordinary course of business or non-use, non-renewal or abandonment of any Key Brand IPR provided that such non-use, non-renewal or abandonment, either alone or together with any other non-use, non-renewal or abandonment of any Key Brand IPR, does not materially adversely effect the value of any Key Brand.

In this Form 395:

2006 Facility Agreement means the £2,100,000,000 term and revolving credit facilities agreement dated 3 December 2006 for the Parent arranged by the Arrangers and others as amended and restated from time to time;

2006 Finance Documents means all of the documents which are "Finance Documents" under the 2006 Facility Agreement;

Accession Letter means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) to the Credit Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent;

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 21 (Changes to the Obligors and Release of Security) of the Credit Agreement;

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 21 (Changes to the Obligors and Release of Security) of the Credit Agreement;

A Facility means the revolving loan facility made available under the Credit Agreement as described and defined in paragraph (a) of clause 2.1 (The Facilities) of the Credit Agreement;

A Facility Limit means:

- (a) in relation to each Original Lender, the amount set opposite its name under the heading "A Facility Limit" in Part 2 (The Original Lenders) of Schedule 1 (The Original Parties) to the Credit Agreement and the amount of any other A Facility Limit transferred to it under the Credit Agreement; and
- (b) in relation to any other Lender, the amount of any A Facility Limit transferred to it under the Credit Agreement,

in each case to the extent not cancelled, reduced or transferred by it under the Credit Agreement;

Arranger means Barclays Capital, the investment banking division of Barclays Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers and bookrunners;

B Facility means the revolving loan facility made available under the Credit Agreement as described and defined in paragraph (b) of clause 2.1 (The Facilities) of the Credit Agreement;

B Facility Limit means:

- (a) in relation to each Original Lender, the amount set opposite its name under the heading "B Facility Limit" in Part 2 (The Original Lenders) of Schedule 1 (The Original Parties) to the Credit Agreement and the amount of any other B Facility Limit transferred to it under the Credit Agreement; and
- (b) in relation to any other Lender, the amount of any B Facility Limit transferred to it under the Credit Agreement,

in each case to the extent not cancelled, reduced or transferred by it under the Credit Agreement;

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 21 (Changes to the Obligors and Release of Security) of the Credit Agreement;

C Facility means the revolving loan facility made available under the Credit Agreement as described and defined in paragraph (c) of clause 2.1 (The Facilities) of the Credit Agreement;

C Facility Limit means:

- (a) in relation to each Original Lender, the amount set opposite its name under the heading "C Facility Limit" in Part 2 (The Original Lenders) of Schedule 1 (The Original Parties) to the Credit Agreement and the amount of any other C Facility Limit transferred to it under the Credit Agreement; and
- (b) in relation to any other Lender, the amount of any C Facility Limit transferred to it under the Credit Agreement,

in each case to the extent not cancelled, reduced or transferred by it under the Credit Agreement;

Credit Agreement means the £60,000,000 credit agreement dated 12 January 2009 between (among others) the Chargor and the Security Trustee;

Deed Chargor means the Chargor and each company listed in Schedule 1 (Chargors) of the Deed providing security pursuant to the Deed;

Disposals Account means an account in the name of PFI with the Facility Agent identified in a letter to be between the Parent and the Facility Agent and referred to as the Disposals Account which is subject to Security pursuant to the Deed;

Facility means the A Facility, B Facility or the C Facility;

Facility Agent means Barclays Bank PLC as facility agent to the Lenders;

Facility Limit means an A Facility Limit, a B Facility Limit or a C Facility Limit, as appropriate;

Fee Letter means:

- (a) any letter or letters made between an Arranger and the Parent (or the Facility Agent and the Parent) setting out any of the fees referred to in clause 11 (Fees) of the Credit Agreement; and
- (b) any other fee letter designated as such by the Facility Agent and the Obligors' Agent;

Finance Document means:

- (a) the Credit Agreement;
- (b) any Fee Letter;
- (c) any Accession Letter;
- (d) any Security Document;
- (e) any Repayment Notice;
- (f) any Transfer Certificate; and

- (g) any other document designated as a Finance Document by the Facility Agent and the Obligors' Agent;

Finance Party means the Facility Agent, an Arranger, the Security Trustee or a Lender;

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 21 (Changes to the Obligors and Release of Security) of the Credit Agreement;

Intellectual Property Rights means (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered), (b) applications for registration, and rights to apply for registration, of any of the foregoing rights, (c) any interest (including by way of licence) in any of the above, and (d) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Key Brands means Ambrosia, Crosse & Blackwell, Branston, Sarson's, Gale's, Sun-Pat, Bird's, Oxo, Batchelors, Homepride, Quorn, Cauldron, Hovis, Mother's Pride, Elephant Atta, Nimble, Mr Kipling, Sharwoods, Bisto, Fray Bentos, McDougall, Be-Ro, Robertsons, Paxo, Saxa and Frank Cooper; and **Key Brand** means any one of them;

Key Brand IPR means the Intellectual Property Rights identified in Schedule 2 to this Form 395;

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 20 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement;

Loan means a loan made or to be made under a Facility or the principal amount outstanding for the time being of such a loan, and when designated **A**, **B** or **C** means a Loan made available under the relevant Facility;

Majority Lenders means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Facility Limits then aggregate 67% or more of the aggregate of all the outstanding Loans and the undrawn Facility Limits of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Facility Limits then aggregate 67% or more of the Total Facility Limits; or
- (c) if there is no Loan then outstanding and the Total Facility Limits have been reduced to zero, whose Facility Limits aggregated 67% or more of the Total Facility Limits immediately before the reduction;

Mortgaged Property means all freehold or leasehold property referred to in clause 2.2 (Land) of the Deed and Schedule 1 to the Form 395;

New Lender shall have the meaning given to that term in clause 20.1 (Assignments and transfers by the Lenders) of the Credit Agreement;

Obligor means the Parent, a Borrower or a Guarantor;

Obligors' Agent shall have the meaning set out in clause 33.4 (Obligors) of the Credit Agreement, which states that PFI is to act as agent for the Obligors;

Original Borrower means Premier Foods Group Limited (registration number 281728), H.L. Foods Limited (registration number 2560855), Premier Ambient Products (UK) Limited (registration number 4427006), Hillsdown Ambient Foods Group Limited (registration number 1220754), Premier Foods (Holdings) Limited (registration number 971448), Marlow Foods Limited (registration number 1752242), RHBB (IP) Limited (registration number 4097777), CF (IP) Limited (registration number 4097801) and MB (IP) Limited (registration number 4097739);

Original Guarantor means Chivers Hartley Limited (registration number 2081705), Hillsdown Ambient Foods Group Limited (registration number 1220754), Hillsdown International Limited (registration number 01943509), Hillsdown Investments Limited (registration number 01871848), H.L. Foods Limited (registration number 2560855), London Superstores Limited (registration number 01358349), Marlow Foods Holdings Limited (registration number 04562599), Marlow Foods Limited (registration number 01752242), Phoneridge Limited (registration number 05301642), Premier Ambient Products (UK) Limited (registration number 4427006), Premier Brands Foods Limited (registration number 03771991), Premier Financing Limited (registration number 3716362), Premier Foods (Holdings) Limited (registration number 00971448), Premier Foods Group Limited (registration number 00281728), Premier Foods Investments Limited (registration number 04426994), Premier Foods Investments No. 1 Limited (registration number 5014179), Premier Foods Investments No. 2 Limited (registration number 05014193), Premier Foods Investments No. 3 Limited (registration number 05014202), Premier Grocery Products Limited (registration number 01644110), Premier International Foods UK Limited (registration number 314272), RHM Food Solutions Limited (registration number 04005039), RHM Foodbrands + Limited (registration number 03977324), RHM Group Holding Limited (registration number 05458761), Premier Foods Group Services Limited (registration number 03977318), RHM Group Three Limited (registration number 03960569), RHM Group Two Limited (registration number 03960473), RHM Limited (registration number 03946774), RHM Overseas Limited (registration number 00745504), RHM Property Company (AYR) Limited (registration number 05059304), RHM Property Company (Cambridge) Limited (registration number 05059320), RHM Property Holding Company Limited (registration number 05059318), RHBB (IP) Limited (registration number 04097777) CF (IP) Limited (registration number 04097801), MB (IP) Limited (registration number 04097739), Manor Bakeries Limited (registration number 00285602), J.A. Sharwood & Co., Limited (registration number 00062450) and Centura Foods Limited (registration number 00212842);

Original Lender means Barclays Bank PLC, Lloyds TSB Bank plc or The Royal Bank of Scotland plc as original lenders;

Parent means Premier Foods plc (registration number 5160050);

Party means a party to the Deed or to the Credit Agreement, as applicable;

PFI means Premier Foods Investments Limited, a limited liability company incorporated in England and Wales with registered number 04426994;

Repayment Notice means a notice substantially in the form of Schedule 7 (Form of Repayment Notice) to the Credit Agreement issued to the Parent under clause 6.1(b) (Repayment) of the Credit Agreement and in accordance with clause 29 (Notices) of the Credit Agreement by the Facility Agent acting on the instructions of the Majority Lenders;

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

Security Assets means all assets of the Chargor the subject of any security created by the Deed;

Security Documents means each of the following documents:

- (a) the Deed;
- (b) any security agreement governed by Scots law or the laws of Northern Ireland or Ireland provided under clause 19 (Conditions Subsequent) of the Credit Agreement; and
- (c) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents;

Total A Facility Limits means the aggregate of the A Facility Limits of the Lenders;

Total B Facility Limits means the aggregate of the B Facility Limits of the Lenders;

Total C Facility Limits means the aggregate of the C Facility Limits of the Lenders;

Total Facility Limits means the aggregate of the Total A Facility Limits, the Total B Facility Limits and the Total C Facility Limits; and

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) to the Credit Agreement with all information required in respect of the New Lender properly completed, or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

SCHEDULE 1**PROPERTY****English and Welsh Properties (owned by English Obligors)**

Facility	Address	Registered Proprietor	Title Number	Land Registry Description
Carlton	Fish Dam Lane Carlton Barnsley South Yorkshire S71 3HQ	Premier Foods Group Limited	SYK357265	Carlton Bakery, Fish Dam Lane, Carlton.
	Main Road Watnall Nottingham NG16 1HB	Premier Foods Group Limited	NT121976	162, 164 and land and buildings on the East side of Main Road, Watnall.
Trafford Park, Manchester	Trafford Mills Elevator Road Trafford Park Manchester M17 1FT	Premier Foods Group Limited	GM856798	Trafford Mills, Elevator Road, Trafford Park, Manchester.
		Premier Foods Group Limited	GM576514	Land on the south-west side of Trafford Wharf Road, Trafford.

Facility	Address	Registered Proprietor	Title Number	Land Registry Description
		Premier Foods Group Limited	GM328474	Land on the South side of Trafford Wharf Road, Trafford Park.
Erith	Belmont Road Erith Kent DA8 1JZ	Premier Foods Group Limited	SGL54658	Land lying to the south side of Belmont Road, Erith.
		Premier Foods Group Limited	SGL547015	The Bakery, Belmont Road, Erith (DA8 1JZ)
Birmingham	Granby Avenue Garretts Green Birmingham B33 0TL	Premier Foods Group Limited	WK212022	Land and Buildings on the North East of Granby Avenue, Garretts Green, Birmingham.
		Premier Foods Group Limited	WK223506	Land and Buildings on the East of Garretts Green Lane, Sheldon, Birmingham.
Forest Gate	Chaucer Road Forest Gate London E7 9NA	Premier Foods Group Limited	EGL77150	Land and buildings on the North side of Chaucer Road, Forest Gate.
Eastleigh	Toynbee Road Eastleigh Hants SO50 9YU	Premier Foods Group Limited	HP41352	Land on the West side of Toynbee Road.
		Premier Foods Group Limited	HP407562	Land lying to the west of Laburnam Grove, Eastleigh.
		Premier Foods Group Limited	HP180998	Land on the North-East side of Toynbee Road, Eastleigh.
Newcastle	Wheatfield Road Westerhope Newcastle upon Tyne NE5 5LB	Premier Foods Group Limited	TY39672	Land and buildings on the South side of Wheatfield Road, and 156 and 158 West Avenue, Westerhope.
Long Sutton	Bridge Road Long Sutton Spalding PE12 9EQ	H.L Foods Limited	LL197012	Land lying on the south side of Bridge Road, Long Sutton.
Workshop	Claylands Avenue Workshop Nottinghamshire S81 7AY	H.L Foods Limited	NT354822	Land lying to the south of Claylands Avenue, Workshop.
		H.L Foods Limited	NT341924	Land lying to the south west of Claylands

Facility	Address	Registered Proprietor	Title Number	Land Registry Description
Ashford	Kennington Road Ashford Kent TN24 0LU	H.L Foods Limited	K825438	Avenue, Workshop. Land on the west side of Willesborough Road, Ashford.
Wisbech	Lynn Road Wisbech Cambridge PE13 3DG	H.L Foods Limited	CB254283	Land and buildings on the north side of Lynn Road, Wisbech.
Middleton	Mills Hill Road Middleton Manchester M24 2ED	Premier Ambient Products (UK) Limited.	GM377016	Land on the west side of Mills Hill Road, Middleton.
		Premier Ambient Products (UK) Limited.	LA154174	Land and buildings on the west side of Mills Hill Road, Middleton.
Long Sutton	Bridge Road Long Sutton Spalding PE12 9EQ	Hillsdown Ambient Foods Group Limited. Hillsdown Ambient Foods Group Limited.	LL294571 LL294436	Land lying to the south of Bridge Road, Long Sutton. Land lying to the south of Bridge Road, Long Sutton.
Bury	Mildenhall Road Bury St Edmunds Suffolk IP32 6EN	Premier Foods (Holdings) Limited	SK9554	Land on the north-east side of Mildenhall Road, Bury St Edmunds.

SCHEDULE 2

KEY BRAND IPRS

PART A – KEY BRAND IPR SUBJECT TO THE CONDITION PRECEDENT AND CONDITION SUBSEQUENT TO REGISTER SECURITY¹

Part 1, Trade Marks

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
A GREAT BIG HUG IN A MUG	2382041	2382041	H.L. Foods Limited	United Kingdom	16 29 30	REGISTERED	13/01/2005	13/01/2015	
A SLICE OF FAMILY LIFE	2236452	2236452	RHBB (IP) Limited	United Kingdom	30	REGISTERED	19/06/2000	19/06/2010	
AAH	002995728	002995728	CF (IP) Ltd	European Community	29 30 31 32	REGISTERED	12/12/2002	12/12/2012	
AAH! BISTO	002995710	002995710	CF (IP) Ltd	European Community	29 30 31 32	REGISTERED	12/12/2002	12/12/2012	
aah! BISTO and device	2399084	2399084	CF (IP) Ltd	United Kingdom	29 30	REGISTERED	11/08/2005	11/08/2015	
aah! BISTO stylised & device	2119033	2119033	CF (IP) Ltd	United Kingdom	30	REGISTERED	19/12/1996	19/12/2016	

¹ See Credit Agreement - condition precedent at paragraph 5(b), part 1 of Schedule 2 and condition subsequent at Clause 19.4(c).

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
aah/AAH!	2119032	2119032	CF (IP) Ltd	United Kingdom	30	REGISTERED	19/12/1996	19/12/2016	
AH! BISTO stylised	2119034	2119034	CF (IP) Ltd	United Kingdom	30	REGISTERED	19/12/1996	19/12/2016	
Ahh BISTO STYLISED & KIDS DEVICE	1085418	1085418	CF (IP) Limited	United Kingdom	26	REGISTERED	21/10/1977	21/10/2018	
ALL IN ALL	2390268	2390268	RHM Overseas Limited	United Kingdom	29, 30	REGISTERED	23/04/2005	23/04/2015	
AMBROSIA	001872688	001872688	Premier Ambient Products (UK) Limited	European Community	29	REGISTERED	25/09/2000	25/09/2010	Right in rem in favour of J.P. Morgan Europe Limited
AMBROSIA	1175616	1175616	Premier Ambient Products (UK) Limited	United Kingdom	32	REGISTERED	25/05/1982	25/05/2013	
AMBROSIA	352424	352424	Premier Ambient Products (UK) Limited	United Kingdom	29	REGISTERED	06/06/1913	06/06/2017	
AMBROSIA		2232565	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	16/05/2000	16/05/2010	
AMBROSIA		1544331	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	09/08/1993	09/08/2010	
AMBROSIA	885235	885235	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	07/10/1965	07/10/2010	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
Ambrosia		2109067	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	02/09/1996	02/09/2016	
AMBROSIA	2232565	2232565	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	16/05/2000	16/05/2010	
AMBROSIA	584691	584691	Premier Ambient Products (UK) Limited	United Kingdom	1 2 3 5 28 29 30 31 32	REGISTERED	05/04/1938	05/04/2018	
AMBROSIA		2161255	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	18/03/1998	18/03/2018	
AMBROSIA		397045	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	10/11/1919	10/11/2013	
AMBROSIA		2312187	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	03/10/2002	03/10/2012	
AMBROSIA	1544331	1544331	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	09/08/1993	09/08/2010	
AMBROSIA		885235	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	07/10/1965	07/10/2010	
AMBROSIA		1175616	Premier Ambient Products (UK) Limited	United Kingdom	32	REGISTERED	25/08/1982	25/05/2013	
AMBROSIA		1544330	Premier Ambient Products (UK) Limited	United Kingdom	29	ARCHIVED	09/08/1993	09/08/2010	Progress stopped: 07/04/2006

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
									Archived date: 08/04/2008
Ambrosia & DEVICE	2161255	2161255	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	18/03/1998	18/03/2018	
Ambrosia & DEVICE	2312187	2312187	Premier Ambient Products (UK) Limited	United Kingdom	29 & 30	REGISTERED	03/10/2002	03/10/2012	
AMBROSIA (STYLISTED)	397045	397045	Premier Ambient Products (UK) Limited	United Kingdom	29 & 30	REGISTERED	10/11/1919	10/11/2013	
Ambrosia DEVICE	2109070	2109070	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	02/09/1996	02/09/2016	
AMBROSIA FIELD SCENE			Premier Ambient Products (UK) Limited	European Community	29 30	NEW EM TM			
AMBROSIA FIELD SCENE	007244601	007244601	Premier Ambient Products (UK) Limited	European Community	29 30	Application received	-	-	
AMBROSIA FIELD SCENE	2498093	2498093	Premier Ambient Products (UK) Limited	United Kingdom	29 30	Pending	19/09/2008	-	
AMBROSIA FIELD SCENE	(application no. 2498093)		Premier Ambient Products (UK) Limited	United Kingdom	29 30	PENDING	19/09/2008		
Ambrosia FRUITFUL	1506645	1506645	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	14/07/1992	14/07/2009	
AMBROSIA FRUITFUL		1506645	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	14/07/1992	14/07/2009	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
AMBROSIA FRUITFUL		1506644	Premier Ambient Products (UK) Limited	United Kingdom	29	ARCHIVED	14/07/1992	14/07/2009	Progress stopped: 10 April 2006 Archive date: 15 April 2008
AMBROSIA SNACK PACK	1486274	1486274	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	19/12/1991	19/12/2018	
Ambrosia Splat!	2312186	2312186	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	03/10/2002	03/10/2012	
AMBROSIA SPLAT!		2312186	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED		03/10/2012	
AMBROSIA SUPERSHAKE	2109002	2109002	Premier Ambient Products (UK) Limited	United Kingdom	29	REGISTERED	03/09/1996	03/09/2016	
AMBROSIA TOPSY TURVY	1233812	1233812	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	17/01/1985	17/01/2016	
AMBROSIA WINTER SCENE		2497903	Premier Ambient Products (UK) Limited	United Kingdom	29 30	PENDING	17/09/2005		
AMBROSIA WINTER SCENE	(application no. 2497903)		Premier Ambient Products (UK) Limited	United Kingdom	29 30	PENDING	17/09/2008		
ANGEL	2022861	2022861	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	05/06/1995	05/06/2015	
ANGEL DELIGHT	005450580	005450580	Premier Ambient Products (UK) Limited	European Community	5 29	REGISTERED	22/04/2005	22/04/2015	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
ANGEL DELIGHT	004402038	004402038	Premier Ambient Products (UK) Limited	European Community	30	REGISTERED	22/04/2005	22/04/2015	
ANGEL DELIGHT		IET207431	Premier Ambient Products (UK) Limited	Ireland	29 30	REGISTERED	22/01/1998	22/01/2018	
ANGEL DELIGHT		102084	Premier Ambient Products (UK) Limited	Ireland	30	REGISTERED	24/04/1979	24/04/2010	
ANGEL DELIGHT	TM2155698	TM2155698	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	16/01/1998	16/01/2018	
ANGEL DELIGHT	1066089	1066089	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	22/07/1976	22/07/2017	
ANGEL DELIGHT	2022865	2022865	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	05/06/1995	05/06/2015	
ANGEL DELIGHT (devil)		221539	Premier Ambient Products (UK) Limited	Ireland	29 30	REGISTERED	30/04/2001	30/04/2011	
ANGEL DELIGHT (devil)	2267961	2267961	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	20/04/2001	20/04/2011	
ANGEL DELIGHT (PACK FRONT)	2268783	2268783	Premier Ambient Products (UK) Limited	United Kingdom	29 30	REGISTERED	26/04/2001	26/04/2011	
ANGEL DELIGHT(back pack)	210706	T210706	Premier Ambient Products (UK) Limited	Ireland	29 30	REGISTERED	22/01/1998	22/01/2018	
ANGEL WHIRL	1121571	1121571	Premier Ambient	United Kingdom	29 30	REGISTERED	28/09/1979	28/09/2010	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
			Products (UK) Limited	Kingdom					
ARE YOU A NOODLE HEAD?	2405033	2405033	H.L. Foods Limited	United Kingdom	29 30	REGISTERED	27/10/2005	27/10/2015	
B I R D ' S	1092760	1092760	Premier Ambient Products (UK) Limited	United Kingdom	30	REGISTERED	17/03/1978	17/03/2009	
BAKERS PRIDE	1547863	1547863	RHBB (IP) Limited	United Kingdom	30	REGISTERED	15/09/1993	15/09/2010	
Batchelor Natural Choice Label 2	1284599	1284599	H.L. Foods Limited	United Kingdom	29	REGISTERED	10/10/1986	10/10/2017	
BATCHELORS	1589131	1589131	H.L. Foods Limited	United Kingdom	16 29 30	REGISTERED	26/10/1994	26/10/2011	
BATCHELORS	2212991	2212991	H.L. Foods Limited	United Kingdom	9 42	REGISTERED	02/11/1999	02/11/2009	
BATCHELORS	2488535		H.L. Foods Limited	United Kingdom	16 29 30	ADVERTISED	27/05/2008	-	
BATCHELORS	2488535		H.L. Foods Limited	United Kingdom	16 29 30	ACCEPTED	27/05/2008		
BATCHELORS	394162A	394162A	H. L. Foods Limited	International	29 30	REGISTERED	06.12.1972	06.12.2012	Designates - AT, CH, CZ, DE, ES, FR, HU, IT, LI, MC, PT, RO, RS, SI

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
Batchelors and Design	2206095A	2206095A	H.L. Foods Limited	United Kingdom	16 29 30	REGISTERED	17/08/1999	17/08/2009	
Batchelors Bigga Labels (Ser)	2229933	2229933	H.L. Foods Limited	United Kingdom	29 31	REGISTERED	18/04/2000	18/04/2010	
BATCHELORS BIGGA PEAS LABEL	557112	557112	H.L. Foods Limited	United Kingdom	29 31	REGISTERED	15/01/1935	15/01/2015	
BATCHELORS CUP A SOUP	2212999	2212999	H.L. Foods Limited	United Kingdom	9 42	REGISTERED	02/11/1999	02/11/2009	
BATCHELORS CUP A SOUP	2105826	2105826	H.L. Foods Limited	United Kingdom	29	REGISTERED	23/07/1996	23/07/2016	
BATCHELORS CUP A SOUP & LABEL 1 (SER)	2399625	2399625	H.L. Foods Limited	United Kingdom	29	REGISTERED	18/08/2005	18/08/2015	
BATCHELORS CUP A SOUP + CRUNCH RICH TOMATO SOUP AND BLACK PEPPER CROUTONS & LABEL 1	2387987	2387987	H.L. Foods Limited	United Kingdom	29 30	REGISTERED	29/03/2005	29/03/2015	
BATCHELORS CUP A SOUP TO GO & LABEL 1	2372304	2372304	H.L. Foods Limited	United Kingdom	29	REGISTERED	07/09/2004	07/09/2014	
Batchelors Cup-A-Soup Label	2120993	2120993	H.L. Foods Limited	United Kingdom	29	REGISTERED	16/01/1997	16/01/2017	
BATCHELORS DWARF BRAND PEAS LABEL	559883	B559883	H.L. Foods Limited	United Kingdom	29 31	REGISTERED	02/05/1935	02/05/2015	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
BACHELORS GREEN HARVEST	1546853	1546853	H.L. Foods Limited	United Kingdom	29	REGISTERED	07/09/1993	07/09/2010	
BACHELORS GREEN HARVEST	1473678	1473678	H.L. Foods Limited	United Kingdom	29	REGISTERED	17/08/1991	17/08/2018	
BACHELORS LABEL (SER)	692109	692109	H.L. Foods Limited	United Kingdom	29	REGISTERED	08/09/1950	08/09/2009	
BACHELORS NATURAL CHOICE	1284599	1284599	H.L. Foods Limited	United Kingdom	29	REGISTERED	10/10/1986	10/10/2017	
BACHELORS NATURAL CHOICE	1279323	1279323	H.L. Foods Limited	United Kingdom	29	REGISTERED	12/09/1986	12/09/2017	
Batchelors Natural Choice Label I	1284600	1284600	H.L. Foods Limited	United Kingdom	29	REGISTERED	10/10/1986	10/10/2017	
BACHELORS NATURAL HARVEST	2134965	2134965	H.L. Foods Limited	United Kingdom	29	REGISTERED	04/06/1997	04/06/2017	
BACHELORS NOODLE CREATIONS	2008052	2008052	H.L. Foods Limited	United Kingdom	30	REGISTERED	18/01/1995	18/01/2015	
BACHELORS NOODLE EXPRESS	2144752	2144752	H.L. Foods Limited	United Kingdom	29 30	REGISTERED	12/09/1997	12/09/2017	
Batchelors Pasta Label	2003567	2003567	H.L. Foods Limited	United Kingdom	30	REGISTERED	28/11/1994	28/11/2014	
Batchelors Pasta N' Sauce	1587984	1587984	H.L. Foods Limited	United Kingdom	30	REGISTERED	14/10/1994	14/10/2011	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
				Kingdom					
Batchelors Pasta 'n' Sauce label	2003463	2003463	H.L. Foods Limited	United Kingdom	30	REGISTERED	28/11/1994	28/11/2014	
BATCHELORS PASTA SOUP	2140684	2140684	H.L. Foods Limited	United Kingdom	29	REGISTERED	01/08/1997	01/08/2017	
BATCHELORS POTATO SAUCERY	1208775	1208775	H.L. Foods Limited	United Kingdom	29	REGISTERED	09/12/1983	09/12/2014	
Batchelors Potatoes 'n' Sauce and Design (SER)	1579250	1579250	H.L. Foods Limited	United Kingdom	29	REGISTERED	22/07/1994	22/07/2011	
Batchelors Potatoes 'n' Sauce Label (SER)	1579247	1579247	H.L. Foods Limited	United Kingdom	29	REGISTERED	22/07/1994	22/07/2011	
BATCHELORS SAUCY SPUDS	2038963	2038963	H.L. Foods Limited	United Kingdom	29 30	REGISTERED	28/09/1995	28/09/2015	
Batchelors Slim a Soup Original and Design (Ser)	1589328	1589328	H.L. Foods Limited	United Kingdom	29	REGISTERED	27/10/1994	27/10/2011	
Batchelors Slim a Soup Special and Design (Ser)	1589325	1589325	H.L. Foods Limited	United Kingdom	29	REGISTERED	27/10/1994	27/10/2011	
BATCHELORS SLIM-A-SOUP	1124931	1124931	H.L. Foods Limited	United Kingdom	29	REGISTERED	30/11/1979	30/11/2010	
BATCHELORS SOUP CREATIONS	2008178	2008178	H.L. Foods Limited	United Kingdom	29	REGISTERED	18/01/1995	18/01/2015	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
Batchelors Soup Creations & Design (Ser)	2108378	2108378	H.L. Foods Limited	United Kingdom	29	REGISTERED	23/08/1996	23/08/2016	
BATCHELORS SUPER NOODLES	1232040	1232040	H.L. Foods Limited	United Kingdom	30	REGISTERED	13/12/1984	13/12/2015	
BATCHELORS SURPRISE	1313465	1313465	H.L. Foods Limited	United Kingdom	30	REGISTERED	19/06/1987	19/06/2018	
BATCHELORS THE WORLD'S GARDEN	1305274	B1305274	H.L. Foods Limited	United Kingdom	29	REGISTERED	27/03/1987	27/03/2018	
Battenberg device in pink and yellow	003255528	003255528	MB (IP) Ltd	European Community	29 30	REGISTERED	03/07/2003	03/07/2013	
BEAN HARVEST	2151856	2151856	H.L. Foods Limited	United Kingdom	29	REGISTERED	24/11/1997	24/11/2017	
BEANFEAST	2387952	2387952	H.L. Foods Limited	United Kingdom	29 30	REGISTERED	29/03/2005	29/03/2015	
BEANS device	004264016	004264016	RHBB (IP) Limited	European Community	30	REGISTERED	31/01/2005	31/01/2015	
BELROY	441293B	441293B	Premier Foods Group Limited	United Kingdom	29 30	REGISTERED	03/10/1923	03/10/2017	
Bero	701442	701442	RHBB (IP) Limited	United Kingdom	29	REGISTERED	24/09/1951	24/09/2010	
Bero	701443	701443	RHBB (IP) Limited	United Kingdom	30	REGISTERED	24/09/1951	24/09/2010	

Mark	App. No.	Registered Number	Registered Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
BE-RO	281121 A	281121 A	RHBB (IP) Limited	United Kingdom	1 2 3 5 28 29 30 31 32	REGISTERED	26/03/1906	26/03/2014	Subject to a fixed and floating charge in favour of Chase Manhattan Bank dated February 2001 Subject to a fixed and floating charge in favour of Morgan Guaranty Trust Company dated September 2000
BE-RO SELF RAISING FLOUR label	484920	484920	Premier Foods Group Limited	United Kingdom	30	REGISTERED	14/10/1927	14/10/2017	
BEST OF BOTH	005597299	005597299	RHM Group Limited	European Community	30	REGISTERED	04/01/2007	04/01/2017	
BEST OF BOTH	2270510	2270510	RHBB (IP) Limited	United Kingdom	30	REGISTERED	19/05/2001	19/05/2011	
BEST WITH LESS	003906898	003906898	RHBB (IP) Limited	European Community	5 30 44	REGISTERED	28/06/2004	28/06/2014	
BIRD'S	EMT004401899	004401899	Premier Ambient Products (UK) Limited	European Community	5 29 30	REGISTERED	22/04/2005	22/04/2015	

Part 3, Patents

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
Fruit Filling	Chivers Hartley Limited	GB	0022725.6	2368511	Granted	15/09/2000	30/09/2008	15/09/2020	
Shapping pie tops by pressing	MB (IP) Limited	GB	9219272.3	2270491	Granted	11/09/1992	30/09/2009	11/09/2012	Security registered in favour of the Chase Manhattan Bank
A CONTAINER	RHBB (IP) Limited	GB	94908819.9	EP0659155	Granted	08/09/1993	30/09/2009	08/09/2013	Security registered in favour of the Chase Manhattan Bank
Lid for a bread pan	Premier Foods Group Ltd				Awaiting Publication	31/07/2008			
CONTROLLING GROWTH OF FILAMENTOUS MICROORGANISMS	Marlow Foods Ltd	GB	92900581.7	EP0620846	Granted	16/12/1991	31/12/2008	16/12/2011	
TEXTURISED FOODSTUFFS FROM GELLED EDIBLE FUNGUS AND HYDROCOLLOID MIXTURES	Marlow Foods Ltd	GB	96900120.5	EP0804086	Granted	09/01/1996	31/01/2010	09/01/2016	
TEXTURISED FOODSTUFFS FROM GELLED EDIBLE FUNGUS AND HYDROCOLLOID MIXTURES	Marlow Foods Ltd	IE	96900120.5	0804086	Granted	09/01/1996	31/01/2009	09/01/2016	

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
Composition Comprising Proteinaceous Material, its Preparation and Use	Marlow Foods Ltd	GB	0507760.7	2409796	Granted	17/09/2003	30/09/2009	17/09/2023	
Edible Fungi Ingredient	Marlow Foods Ltd	GB	0325562.7	2390528	Granted	07/05/2002	31/05/2009	07/05/2022	
Flavouring Materials FROM YEAST EXTRACTS	Marlow Foods Ltd	GB	02003084.7	EP1205117	Granted	11/12/1998	31/12/2009	11/12/2018	
Flavouring Materials FROM YEAST EXTRACTS	Marlow Foods Ltd	GB	98960003.6	EP1052909	Granted	11/12/1998	31/12/2009	11/12/2018	
FUNGAL FOOD	Marlow Foods Ltd	GB	96941761.7	EP0870010	Granted	09/12/1996	31/12/2009	09/12/2016	
Meat Substitute Manufacturing Process	Marlow Foods Ltd	GB	9411686.0	2279236	Granted	10/06/1994	30/06/2009	10/06/2014	
Process of Producing Foodstuff Particles	Marlow Foods Ltd	IE	95900215.5	0728062	Granted	08/11/1994	30/11/2009	08/11/2014	
A PROCESS FOR THE REDUCTION OF THE NUCLEIC ACID CONTENT OF A FUNGUS IMPERFECTUS	Marlow Foods Ltd	GB	95909029.1	EP0749471	Granted	22/02/1995	28/02/2010	22/02/2015	
A PROCESS FOR THE REDUCTION OF THE NUCLEIC ACID CONTENT OF A FUNGUS IMPERFECTUS	Marlow Foods Ltd	IE	95909029.1	0749471	Granted	22/02/1995	28/02/2009	21/02/2015	
EDIBLE FUNGI	Marlow Foods Ltd	GB	0210262.2	2375943	Granted	07/05/2002	31/05/2009	07/05/2022	
EDIBLE FUNGI	Marlow Foods Ltd	GB	0325561.9	2390527	Granted	07/04/2002	30/04/2009	07/05/2022	
EDIBLE FUNGI	Marlow Foods Ltd	GB	0210265.5	2375945	Granted	07/05/2002	31/05/2009	07/05/2022	

PART B – KEY BRAND IPR NOT SUBJECT TO THE CONDITION PRECEDENT OR CONDITION SUBSEQUENT TO REGISTER SECURITY²

Part 1, Trade Marks

Mark	App. No.	Registered Number	Registered Owner	Premier Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
AMBROSIA		137346	CONOPCO, INC	Premier Ambient Products (UK) Limited	Ireland	29 30	REGISTERED	26/09/1989	26/09/2016	
AMBROSIA		86694	CONOPCO, INC	Premier Ambient Products (UK) Limited	Ireland	30	REGISTERED	19/04/1973	19/04/2018	
CROSSE & BLACKWELL	WOT349102	349102	SOCIETE DES PRODUITS NESTLE SA	Premier Ambient Products (UK) Limited	International	5 29 30 31 32	WTG REN CERT	23/09/1968	23/09/2018	
DESIGN: HOMEPRIDE MAN 1A		133153	Dalgety Foods Limited	H. L. Foods Limited	Ireland	28	REGISTERED	15/03/1989	14/03/2010	
DESIGN: HOMEPRIDE MAN 1A		137739	Dalgety Foods Limited	H. L. Foods Limited	Ireland	29	REGISTERED	06/10/1989	02/10/2016	
DESIGN: HOMEPRIDE MAN 1A		137740	Dalgety Foods Limited	H. L. Foods Limited	Ireland	30	REGISTERED	06/10/1989	02/10/2016	
FRAY BENTOS		135518	Campbell Netherlands Holding B.V.	H. L. Foods Limited	Ireland	29	REGISTERED		20/11/2016	
HOMEPRIDE	127017	127017	Dalgety Foods Limited	H. L. Foods Limited	Ireland	30	REGISTERED	04/06/1988	21/03/2015	
HOMEPRIDE	131418	131418	Dalgety Foods Limited	H. L. Foods Limited	Ireland	28	REGISTERED	15/03/1989	15/03/2010	
HOMEPRIDE	137537	137537	Dalgety Foods Limited	H. L. Foods Limited	Ireland	30	REGISTERED	06/10/1989	02/10/2016	

² See Credit Agreement - condition precedent at paragraph 5(b), part 1 of Schedule 2 and condition subsequent at Clause 19.4(c).

Mark	App. No.	Registered Number	Registered Owner	Premier Owner	Country	Class	Status	Filing Date	Renewal Date	Notes
HOMEPRIDE	137536	137536	Dalgety Foods Limited	H. L. Foods Limited	Ireland	29	REGISTERED	06/10/1989	03/10/2016	
HOMEPRIDE FUN TO BAKE		157107	Dalgety Foods Limited	H. L. Foods Limited	Ireland	30	REGISTERED	29/03/1993	02/03/2010	
HOMEPRIDE MICROBAKE		134763	Dalgety Foods Limited	H. L. Foods Limited	Ireland	29	REGISTERED	22/06/1989	03/07/2010	
HOMEPRIDE MICROBAKE		134764	Dalgety Foods Limited	H. L. Foods Limited	Ireland	30	REGISTERED	22/06/1989	03/07/2010	

Part 2, Patents

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
Controlling growth of filamentous microorganisms	Marlow Foods Ltd	BE	92900581.7	0620846	Granted	16/12/1991	31/12/2008	16/12/2011	This is a EP National case; the EP was designated in a PCT
Controlling growth of filamentous microorganism	Marlow Foods Ltd	CH/LI	92900581.7	0620846	Granted	16/12/1991	31/12/2008	16/12/2011	This is a EP National case; the EP was designated in a PCT
Controlling growth of filamentous microorganism	Marlow Foods Ltd	DE	92900581.7	0620846	Granted	16/12/1991	31/12/2008	17/12/2011	This is a EP National case; the EP was designated in a PCT
Controlling growth of filamentous microorganism	Marlow Foods Ltd	FR	92900581.7	0620846	Granted	16/12/1991	31/12/2008	16/12/2011	This is a EP National case; the EP was designated in a PCT
Controlling growth of filamentous microorganism	Marlow Foods Ltd	NL	92900581.7	0620846	Granted	16/12/1991	31/12/2008	16/12/2011	This is a EP National case; the EP was designated in a PCT
Controlling growth of filamentous microorganism	Marlow Foods Ltd	SE	92900581.7	0620846	Granted	16/12/1991	31/12/2008	16/12/2011	This is a EP National case; the EP was designated in a PCT

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
									EP was designated in a PCT
Texturised Foodstuffs From Gelled Edible Fungus and Hydrocolloid Mixtures	Marlow Foods Ltd	BE	96900120.5	0804086	Granted	09/01/1996	31/10/2009	09/01/2016	This is a EP National case; the EP was designated in a PCT
Texturised Foodstuffs From Gelled Edible Fungus and Hydrocolloid Mixtures	Marlow Foods Ltd	CH/LI	96900120.5	0804086	Granted	09/01/1996	31/10/2009	09/01/2016	This is a EP National case; the EP was designated in a PCT
Texturised Foodstuffs From Gelled Edible Fungus and Hydrocolloid Mixtures	Marlow Foods Ltd	DE	96900120.5	0804086	Granted	09/01/1996	31/10/2009	09/01/2016	This is a EP National case; the EP was designated in a PCT
Texturised Foodstuffs From Gelled Edible Fungus and Hydrocolloid Mixtures	Marlow Foods Ltd	FR	96900120.5	0804086	Granted	09/01/1996	31/10/2009	09/01/2016	This is a EP National case; the EP was designated in a PCT
Texturised Foodstuffs From Gelled Edible Fungus and Hydrocolloid Mixtures	Marlow Foods Ltd	NL	96900120.5	0804086	Granted	09/01/1999	31/10/2009	09/01/2016	This is a EP National case; the EP was designated in a PCT
Texturised Foodstuffs From Gelled Edible Fungus and Hydrocolloid Mixtures	Marlow Foods Ltd	SE	96900120.5	0804086	Granted	09/01/1996	31/10/2009	09/01/2016	This is a EP National case; the EP was designated in a PCT

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
									in a PCT
Process of Producing Foodstuff Particles	Marlow Foods Ltd	BE	95900215.5	0728062	Granted	08/11/1994	30/11/2008	08/11/2014	This is a EP National case; the EP was designated in a PCT
Process of Producing Foodstuff Particles	Marlow Foods Ltd	CH	95900215.5	0728062	Granted	08/11/1994	30/11/2008	08/11/2014	This is a EP National case; the EP was designated in a PCT
Process of Producing Foodstuff Particles	Marlow Foods Ltd	DE	95900215.5	0728062	Granted	08/11/1994	30/11/2008	08/11/2014	This is a EP National case; the EP was designated in a PCT
Process of Producing Foodstuff Particles	Marlow Foods Ltd	FR	95900215.5	0728062	Granted	08/11/1994	30/11/2008	08/11/2014	This is a EP National case; the EP was designated in a PCT
Process of Producing Foodstuff Particles	Marlow Foods Ltd	NL	95900215.5	0728062	Granted	08/11/1994	30/11/2008	08/11/2014	This is a EP National case; the EP was designated in a PCT
Process of Producing Foodstuff Particles	Marlow Foods Ltd	SE	95900215.5	0728062	Granted	08/11/1994	30/11/2008	08/11/2014	This is a EP National case; the EP was designated in a PCT

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
A Process For The Reduction of the Nucleic Acid Content of a Fungus Imperfectus	Marlow Foods Ltd	BE	95909029.1	0749471	Granted	22/02/1995	28/02/2009	22/02/2015	This is a EP National case; the EP was designated in a PCT
A Process For The Reduction of the Nucleic Acid Content of a Fungus Imperfectus	Marlow Foods Ltd	CH	95909029.1	0749471	Granted	22/02/1995	28/02/2009	22/02/2015	This is a EP National case; the EP was designated in a PCT
A Process For The Reduction of the Nucleic Acid Content of a Fungus Imperfectus	Marlow Foods Ltd	DE	95909029.1	0749471	Granted	22/02/1995	28/02/2009	22/02/2015	This is a EP National case; the EP was designated in a PCT
A Process For The Reduction of the Nucleic Acid Content of a Fungus Imperfectus	Marlow Foods Ltd	FR	95909029.1	0749471	Granted	22/02/1995	28/02/2009	22/02/2015	This is a EP National case; the EP was designated in a PCT
A Process For The Reduction of the Nucleic Acid Content of a Fungus Imperfectus	Marlow Foods Ltd	NL	95909029.1	0749471	Granted	22/02/2002	28/02/2009	22/02/2015	This is a EP National case; the EP was designated in a PCT
A Process For The Reduction of the Nucleic Acid Content of a Fungus Imperfectus	Marlow Foods Ltd	SE	95909029.1	0749471	Granted	22/02/1995	28/02/2009	22/02/2015	This is a EP National case; the EP was designated in a PCT

IP Title	Registered Proprietor	Country	Application Number	Publication Number	Status	Filing Date	Renewal Date	Expiry Date	Notes
Vegetable or Fruit Material Removal Apparatus and Method	Chivers Hartley Limited	WO	PCT/GB08/001915	WO08/149091	Pending	05/06/2008	-	-	Designates the EP
Handling Device with a Reversible Toroidal	Rhbb (IB) Limited	IT	01969040.3	EP1301424	Granted	10/04/01	30/04/2009	10/04/2021	This is an EP National phase all other designated countries have lapsed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 314272
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 12
JANUARY 2009 AND CREATED BY PREMIER INTERNATIONAL
FOODS UK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY
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 22 JANUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES