



Registration of a Charge

Company Name: **WHISTLES LIMITED**

Company Number: **01514754**



Received for filing in Electronic Format on the: **03/04/2024**

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Details of Charge

Date of creation: **28/03/2024**

Charge code: **0151 4754 0038**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND (INCLUDING ANY LEASEHOLD INTEREST ONLY TO THE EXTENT THAT SUCH LEASEHOLD INTEREST IS NOT PROHIBITED UNDER ITS TERMS FROM BEING CHARGED OR HAS BY VIRTUE OF OBTAINING LESSOR'S CONSENT PURSUANT TO CLAUSE 3.7(A) OF THE DEBENTURE CEASED TO BE A FLOATING CHARGE PROPERTY) AND INTELLECTUAL PROPERTY (TO THE EXTENT THAT ANY CONSENT OF A RELEVANT PERSON HAS BEEN OBTAINED) AND THE SPECIFIED INTELLECTUAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEBENTURE REGISTERED BY THIS FORM MR01 (THE "DEBENTURE") AND INCLUDING, AMONGST OTHERS, TRADEMARKS NUMBERED UK00002306986 (WHISTLES) AND 1032412 (WHISTLES) AND DOMAIN NAMES WHISTLESLONDON.CO.UK AND WHISTLES.CO.UK. FOR MORE DETAILS, PLEASE REFER TO THE DEBENTURE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NATASHA MEHTA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1514754

Charge code: 0151 4754 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2024 and created by WHISTLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2024 .

Given at Companies House, Cardiff on 6th April 2024

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED

28 MARCH

2024

**TFG BRANDS (LONDON) LIMITED AND CERTAIN OF ITS
SUBSIDIARIES**
(as Chargors)
- and -

BARCLAYS BANK PLC
(as Security Agent)

DEBENTURE

**This Deed is entered into with the benefit of and subject to the terms of the
Intercreditor Agreement (as defined herein)**



Matter ref : 1001BB/063892
NG-D3AJFPW7/1091506/4125-7049-3519.3

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEBENTURE is made on

28 March

2024

BETWEEN:

- (1) **The Companies** named in Schedule 1 (*The Chargors*); and
- (2) **Barclays Bank PLC** as Security Agent.

WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Unless the context otherwise requires, words or expressions defined in the Facility Agreement shall have the same meanings in this Debenture and this construction shall survive the termination of the Facility Agreement. In addition, in this Debenture:

"Account Bank" means a bank or financial institution at which the Mandatory Prepayment Account is held;

"Act" means the Companies Act 2006.

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means each Finance Party and any Receiver or Delegate.

"Chargor" means each company named in Schedule 1 (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*).

"Default" means a Default under and as defined in the Facility Agreement.

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments.

"Event of Default" means an Event of Default under and as defined in the Facility Agreement.

"Excluded Land" means:

- (a) any leasehold property with less than 25 years remaining on the applicable lease as at, and at any time after, the date of this Debenture and is not held under a Rack-rental Lease; or
- (b) any freehold or leasehold Land that has a market value of less than £1,000,000.

"Excluded Specified Investments" means any Chargor's shareholding in:

- (a) a non-wholly owned Subsidiary; or
- (b) a wholly owned Subsidiary that is not a Material Company.

"Existing Debentures" means:

- (a) the English law debenture dated 16 January 2015, made between, amongst others, Dress Holdco C Limited and the Security Agent, to which acceded on 6 February 2015 each of Poppy Holdco Limited, Cameron Topco Limited, Phase Eight (Fashion & Designs) Limited, Phase Eight (UAE) Limited and Phase Eight (SE Asia) LTD (as new chargors) pursuant to a deed of accession, to which acceded on 20 December 2016 Phase Eight (Germany) Limited (as new chargor), to which acceded on 27 October 2017 each of Whistles Limited, Whistles Holdings Limited and Whistles Acquisitions Limited (as new chargors) and to which acceded on 16 November 2018 each of Hobbs Fashion Holdings Limited, Hobbs Limited, Hobbs Holdings No.2 Limited, Hobbs Holdings No.4 Limited, Inhoco 2756 Limited and TFG Brands (London) Limited (as new chargors); and
- (b) the English law debenture dated 14 February 2020, made between, amongst others, TFG Brands (London) Limited and certain of its subsidiaries (as chargors) and the Security Agent.

"Facility Agreement" means the facility agreement dated 16 January 2015 (as amended, restated, varied and/or supplemented from time to time and as most recently amended and restated on or around the date of this Debenture) and made between, amongst others, the Parent, the Original Borrowers, the Original Guarantors, the Original Lenders and Barclays Bank PLC (as Agent and Security Agent).

"Finance Document" means the Facility Agreement, any Accession Deed, any Accordion Accession Letter, any Accordion Commitment Notice, any Accordion Request, any Amendment Agreement, any Ancillary Document, any Compliance Certificate, any Compounded Rate Supplement, any Compounding Methodology Supplement, any Extension Request, any Fee Letter, the Intercreditor Agreement, any Parent Share Charge, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent.

"Finance Party" means the Agent, the Security Agent, the Arrangers, the Lenders and any Ancillary Lender.

"Financial Collateral" in relation to a Chargor, means any of its Assets comprising financial collateral within the meaning of the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge.

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of floating charge*) (or by the equivalent provision of any Deed of Accession and Charge) but, in relation to Assets situated in Scotland and charged by Clause 3.3(b) (or by the equivalent provision of any Deed of Accession and Charge) only in so far as concerns the floating charge over that Asset.

"Floating Charge Property" means any leasehold interests owned by a Chargor which that Chargor is prohibited or restricted under the terms of the lease from charging or for which third party or landlord consent is required and has not yet been obtained in accordance with Clause 3.7(a) (*Lessor's consent*).

"Group" means the Parent and its Subsidiaries for the time being.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time (excluding, for the avoidance of doubt, third party liability insurance and insurance in favour of employees).

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, domain names, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (b)(xii) to (xiv) inclusive of Clause 3.2 (*Fixed security*) (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Intercreditor Agreement" means the intercreditor agreement originally dated 16 January 2015 as amended on 16 November 2018 and on 14 February 2020, as amended and restated on 29 May 2020 and on 3 June 2021, and as further amended and restated on or around the 2024 Effective Date and as amended and/or restated from time to time and made between, amongst others, the Parent, the Debtors, the Security Agent, the Agent, the Arrangers and the Original Subordinated Creditor (each term as defined therein).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means (other than any Excluded Land):

- (a) freehold and leasehold, and any other estate in, land;

- (b) and (outside England and Wales) immovable property;
- (c) and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise.

"Material Intellectual Property" means any Intellectual Property owned by a Chargor which is material in the context of its business and which is required by It in order to carry on its business as it is being conducted.

"New Chargor" means a member of the Group which becomes a Chargor under this Debenture in accordance with Clause 27 (*Accession of a New Chargor*).

"Parent" means TFG Brands (London) Limited, a limited liability company incorporated under the laws of England and Wales with registered number 09379971.

"Party" means a party to this Debenture.

"Rack-rental Lease" means leasehold property which is held under a rack-rental lease and has no premium value.

"Receivables" in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*) or described in the equivalent provision of any Deed of Accession and Charge.

"Receiver" means any receiver or receiver and manager appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver or receiver and manager.

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments.

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally and whether as principal or surety or in any other capacity whatsoever and whether incurred originally by a Chargor or by some other person) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 4 (*Specified Intellectual Property*).

"Specified Investments" means, (other than any Excluded Specified Investments), in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

1.2 Interpretation

Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Debenture.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action.
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and **"written"** has a corresponding meaning.
- (g) Subject to Clause 31.4 (*Variations*), references to this Debenture or to any other document (including any Finance Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to this Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it.
- (h) References to uncertificated Investments are to Investments the title to which can be transferred by means of an electronic or other entry in a Relevant System and

references to certificated Investments are to Investments which are not uncertificated Investments.

- (i) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (j) Clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and Schedules to, this Debenture.
- (k) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (l) Headings in this Debenture are inserted for convenience and shall not affect its interpretation.
- (m) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been remedied or waived in writing.
- (n) "**Blank stock transfer form**" means a stock transfer form validly executed by the relevant Chargor but with the section relating to the consideration and the transferee left blank.

1.3 **Conflict of terms**

If any conflict arises between the covenants and undertakings in Clause 11 (*Land*) and Clause 12 (*Intellectual Property Rights*) and the covenants and undertakings in Clause 25 (*General undertakings*) of the Facility Agreement, the covenants and undertakings given in the Facility Agreement shall prevail.

2. **COVENANT TO PAY**

2.1 **Covenant to pay**

Each Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Beneficiaries) that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.

2.2 **Proviso**

The covenants contained in this clause and the security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 **Demands**

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3. CREATION OF SECURITY

3.1 Assignments

Each Chargor, with full title guarantee (subject to the Security created by that Chargor in the Existing Debentures), as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely to the Security Agent (as trustee for the Beneficiaries) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

3.2 Fixed security

Each Chargor, with full title guarantee (subject to the Security created by that Chargor in the Existing Debentures), as security for the payment or discharge of all Secured Sums, charges to the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage all Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) all other Land which is now, or in the future becomes, its property (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) ceased to be a Floating Charge Property);
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or such leasehold interest has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) ceased to be a Floating Charge Property);
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.2;
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vi) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;

- (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (x) all its goodwill and uncalled capital for the time being;
- (xi) all Specified Intellectual Property belonging to it;
- (xii) all other Intellectual Property presently belonging to it, including its interest in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world to the extent that they are able to be charged under this clause;
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world to the extent that they are able to be charged under this clause;
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(ix) to (xiv) inclusive of this clause;
- (xvii) all trade debts now or in the future owing to it;
- (xviii) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xx) any beneficial interest, claim or entitlement it has in any pension fund now or in the future;
- (xxi) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such

rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;

- (xxii) all moneys at any time standing to the credit of the Mandatory Prepayment Account; and
- (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them to the extent that they are able to be charged under this clause.

3.3 Creation of floating charge

Each Chargor, with full title guarantee (subject to the Security created by that Chargor in the Existing Debentures), charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland.

3.4 Notices of Assignment

- (a) The Chargors shall within 1 Business Day of the date of the Debenture (or, if acceding to this Debenture, on the date of the relevant Deed of Accession and Charge) give notice to the insurers (and any broker) of the security over the Insurance Policies and their proceeds created by this Debenture substantially in the form set out at Part 1 of Schedule 5 (*Forms of Notice of Assignment*) and otherwise comply with its obligations in Clause 25.6.1 (*Insurance*) of the Facility Agreement.
- (b) The Parent shall execute a notice of assignment in respect of the security over the Mandatory Prepayment Account in the form set out at Part 2 of Schedule 5 (*Forms of Notice of Assignment*) within 3 Business Days of such account being opened in accordance with the Facility Agreement and within 3 Business Days of that date deliver the notice to the Account Bank at which the respective account is held for acknowledgment.
- (c) The Parent shall use all reasonably but commercially prudent endeavours (including expending reasonable costs and expenses) to request the execution and delivery to the Security Agent of acknowledgments by the addressees of the notices delivered to them pursuant to paragraphs (a) and (b) above.

3.5 Priority

- (a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.3 (*Creation of floating charge*).

- (b) Any Security created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture (except to the extent mandatorily preferred by law).

3.6 Application to HM Land Registry

Each Chargor

- (a) in relation to each register of title of any present and future Land of that Chargor which is charged to the Security Agent under this Debenture or pursuant to Clause 9 (*Further Assurance*), consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry any and all of the following, at any time:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Debenture;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Debenture;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed security*) at its own expense, immediately following its execution of this Debenture.

3.7 Lessor's consent

- (a) Each Chargor shall use reasonable endeavours, including incurring reasonable costs and expenses, (provided that the relevant Chargor is satisfied that such endeavours will not involve placing commercial relationships with third parties in jeopardy) to obtain any lessor's consent required for the creation of the charges envisaged by paragraphs (a), (b) and (c)(i) of Clause 3.2 (*Fixed security*) over all leasehold Land with a term of 25 years or more to run as soon as possible (including in relation to the Floating Charge Properties), keep the Security Agent informed of the progress of its negotiations with the lessor and provide the Security Agent with a copy of each consent promptly after its receipt.
- (b) If, notwithstanding paragraph (a) above, such lessor's consent cannot be obtained in relation to any leasehold interest, that interest shall be subject to a floating charge under Clause 3.3 (*Creation of a floating charge*) and shall be designated as a Floating Charge Property until such lessor's consent has been obtained, at which point that interest shall no longer be designated as a Floating Charge Property but shall instead be subject to a charge under Clause 3.2(a), (b), (c)(i) or (c)(ii) (*Fixed security*) as appropriate.

- (c) If any charge created in paragraphs (a), (b) and (c)(i) and c(ii) of Clause 3.2 (*Fixed security*) or Clause 3.3 (*Creation of a floating charge*) breaches the terms of any lease under which the relevant Chargor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by any Chargor in the Finance Documents.
- (d) If, despite the relevant Chargor's endeavours under paragraph (a) of this Clause 3.7, any lessor of any leasehold property takes, or threatens to take, proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this Debenture, the Security Agent will (if so requested by such Chargor) release the floating security constituted by this Debenture over that lease.

3.8 Intellectual Property consent

- (a) If consent or a waiver is required for the charging of Intellectual Property under paragraphs (b)(xii) to (b)(xiv) of Clause 3.2 (*Fixed security*) and if such Intellectual Property is Material Intellectual Property (but not in respect of Intellectual Property that is not Material Intellectual Property) the Security Agent (acting reasonably) may make a written request to the relevant Chargor for such consent or waiver to be obtained and if such request is made the Chargor shall use reasonable endeavours to obtain the consent or waiver as soon as possible, keep the Security Agent informed of the progress of its negotiations and provide the Security Agent with a copy of each consent promptly after its receipt.
- (b) If any charge created in Clause 3.2 (*Fixed security*) or Clause 3.3 (*Creation of a floating charge*) over Intellectual Property of the Chargor breaches the terms of any such Intellectual Property, such breach shall not in turn constitute a breach of any of the representations and warranties given by any Chargor in the Finance Documents.

4. CRYSTALLISATION

4.1 Crystallisation by notice

The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may, subject to Clause 4.5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if:

- (a) a Declared Default has occurred;
- (b) a Default under Clause 26.6 (*Insolvency*) or Clause 26.7 (*Insolvency proceedings*) of the Facility Agreement has occurred and is continuing; or
- (c) the Security Agent in good faith considers that any of the Assets expressed to be charged to the Security Agent by this Debenture may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process where such Assets have an aggregate value in excess of £500,000; or
- (d) a circumstance envisaged by paragraph (a) of Clause 4.2 (*Automatic Crystallisation*) occurs and the Security Agent acting reasonably considers that such crystallisation is desirable in order to protect the priority of its security.

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 Automatic crystallisation

If, without the Security Agent's prior written consent:

- (a) any Chargor, in contravention of any Finance Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets;
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset in contravention of any Finance Document; or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or
- (c) an Event of Default under Clause 26.6 (*Insolvency*) or Clause 26.7 (*Insolvency proceedings*) of the Facility Agreement has occurred and is continuing,

then the floating charge created by Clause 3.3 (*Creation of floating charge*) shall, subject to Clause 4.5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

4.4 Reconversion

Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice.

4.5 Moratorium Assets

Save as permitted by Part A1 of the Insolvency Act 1986, where a Chargor obtains a moratorium under that Part A1, and whilst the moratorium continues, the floating charge created by that Chargor in Clause 3.3 (*Creation of floating charge*):

- (a) may not be converted into a fixed charge by notice in writing under Clause 4.1 (*Crystallisation by notice*); and

- (b) shall not automatically convert into a fixed charge under Clause 4.2 (*Automatic crystallisation*).

4.6 **Crystallisation exceptions**

Notwithstanding Clauses 4.1 and 4.2, and save as permitted under Part A1 of the Insolvency Act 1986, nothing done for or by a Chargor with a view to obtaining a moratorium under that Part A1 shall give rise to any right to crystallise by notice under Clause 4.1 or cause the automatic crystallisation under Clause 4.2 of the floating charge created by that Chargor under Clause 3.3 (*Creation of floating charge*).

5. **TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS**

5.1 **Documents**

Save to the extent delivered pursuant to the Existing Debentures and subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Agent, each Chargor shall:

- (a) promptly deposit with the Security Agent, and the Security Agent shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to all its Land, certificates of registration and certificates constituting or evidencing Specified Investments (other than share certificates and stock transfer forms in respect of shares issued by a company incorporated outside of England and Wales);
- (b) promptly notify the Security Agent where any Excluded Specified Investment ceases to be an Excluded Specified Investment and as soon as reasonably practicable, execute and deliver to the Security Agent all deeds and documents of title relating to such Specified Investments; and
- (c) execute and deliver to the Security Agent at the Security Agent's request such documents and transfers and give such instructions and perform such other acts as the Security Agent may reasonably require at any time to constitute or perfect an equitable charge or legal mortgage (at the Security Agent's option) over its Specified Investments, including any eligible to participate in a Relevant System.

5.2 **Insurance**

- (a) Each Chargor shall:
 - (i) maintain at all times insurance policies which comply with Clause 25.6.1 (*Insurance*) of the Facility Agreement and comply with the material terms of all such insurance policies, including any stipulations or restrictions as to use or operation of any asset, and shall not do or permit anything which may make any insurance policy void or voidable;
 - (ii) make notifications to insurers of any claims or prospective claims in accordance with the provisions of the relevant insurance policy and diligently pursue the making of recoveries from insurers;
- (b) Each Chargor shall request that the members of the Group shall punctually make all premium and other payments necessary for effecting or maintaining such

insurances and on demand shall produce to the Security Agent the receipts of such payments; and

- (c) If any default shall at any time be made in effecting or maintaining such insurance or in producing any such receipt to the Security Agent on demand pursuant to the Transaction Security Documents, the Security Agent (acting reasonably) may take out or renew such insurances in such sums as the Security Agent may think expedient and all money expended by the Security Agent under this provision shall be recoverable by the Security Agent under Clause 20 (*Costs and expenses*) of the Facility Agreement.

6. **COLLECTION OF RECEIVABLES**

6.1 **No derogation**

While a Declared Default is continuing and except as expressly permitted by the Finance Documents and subject to Clause 6.2 (*Factored debts*), no Chargor shall purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of trade.

6.2 **Factored debts**

If the Security Agent releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "**factor**"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be subject to the relevant fixed charge created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor.

6.3 **Information**

While a Declared Default is continuing, each Chargor shall deliver to the Security Agent such particulars as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require.

7. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

No Chargor shall, without the prior written consent of the Security Agent (except as expressly permitted or created by the Finance Documents (including under the Existing Debentures)):

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

8. **RIGHT OF APPROPRIATION**

8.1 **Financial Collateral Arrangement:** The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

8.2 **Right of Appropriation:** The Security Agent may, on or at any time after the security constituted by this Debenture becomes enforceable, by notice in writing to the relevant Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Arrangements) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

8.3 **Value:** The value of any Financial Collateral appropriated under Clause 8.1 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent acting reasonably by reference to a public index or other applicable generally recognised source or such other process as the Security Agent acting reasonably may select, including an independent valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

8.4 **Surplus or Shortfall:** The Security Agent will account to the relevant Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and the Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums then due.

8.5 **Confirmation:** Each Chargor agrees that the method of valuing Financial Collateral under Clause 8.3 is commercially reasonable.

9. **FURTHER ASSURANCE**

The provisions of Clause 25.6.11 (*Further assurance*) of the Facility Agreement shall apply, with the necessary changes being made, as if set out in full in this Debenture.

10. **CONTINUING SECURITY**

Without prejudice to any release of Security created under this Debenture or as permitted by the Finance Documents, this Debenture shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Beneficiary as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary.

11. **LAND**

11.1 **Positive Covenants:** Each Chargor covenants that it shall:

- (a) **Compliance with lease:** punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and, to the extent that it makes commercial sense to do so, enforce the observance and performance by the landlord or licensor of its material obligations under any such document; and
- (b) **Acquisitions:** notify the Security Agent promptly following its acquisition of any Land.

11.2 **Supplemental Legal Mortgage:** if, at any time and from time to time, a Chargor has any interest in any Land which is registered at HM Land Registry (or which would be subject to first registration at HM Land Registry on the creation of a mortgage over it), but which is not Excluded Land at that time, and which (for any reason) is also not subject to a legal mortgage under this Debenture or under any Deed of Accession at that time, the relevant Chargor will, subject to the Agreed Security Principles, to the extent required to do so by (and in accordance with) Clause 9 (*Further Assurance*), promptly execute and deliver to the Security Agent a supplemental legal mortgage, in the agreed terms, over that Land as security for the Secured Sums.

11.3 **Negative covenants:** No Chargor shall (without the prior written consent of the Security Agent):

- (a) **No onerous obligations:** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which, in each case, would be reasonably likely to materially and adversely affect its value or the value of the Security constituted by this Debenture over it; or
- (b) **No sharing:** share the occupation of any Land with any other person (or agree to do so) to the extent that to do so would materially adversely affect (i) the value of such Land; or (ii) the interests of the Beneficiaries;

other than as notified to the Security Agent prior to the date of this Debenture.

11.4 **Consolidation of Mortgages**

Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

12. **INTELLECTUAL PROPERTY RIGHTS**

12.1 **Positive Covenants**

Each Chargor shall:

- (a) **Filings and registrations**

Promptly file and register in or with such patent, trade mark or other intellectual property register or authority as may be available for the purpose (in the UK or elsewhere) in such name as may be required by the law of the place of registration, subject to the Agreed Security Principles, such of the following as may be capable of filing or registration there:

- (i) all charges of Specified Intellectual Property made pursuant to this Debenture;
- (ii) if so requested by the Security Agent all licences of Intellectual Property granted to or acquired by it; and
- (iii) all future assignments, mortgages and/or charges of Specified Intellectual Property made pursuant to this Debenture,

and maintain or renew such filings and registrations where applicable.

12.2 Negative covenants

Without the prior written consent of the Security Agent or other than as expressly permitted by the Finance Documents, no Chargor shall:

(a) No disposals etc

Other than in the ordinary course of trade (and for the avoidance of doubt, such exception not being applicable in respect of any Specified Intellectual Property), sell, assign, lease, license, sub-license or grant any interest in its Material Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights.

(b) Contracts

Other than in the ordinary course of trade (and for the avoidance of doubt, such exception not being applicable in respect of any Specified Intellectual Property), enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Material Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever.

(c) Trade marks

Amend the specification of any registered trade mark included in its Intellectual Property Rights relating to Material Intellectual Property or authorise or knowingly permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the security constituted by this Debenture.

(d) Patents

Amend the specification or drawings referred to in any granted patent to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the security constituted by this Debenture.

13. SPECIFIED INVESTMENTS

13.1 Voting and other rights

Each Chargor undertakes not to exercise any voting powers or other rights in a way which would be reasonably likely to materially prejudice the value of its Specified Investments or otherwise to jeopardise the Security constituted by this Debenture over them.

13.2 Before Enforcement

Unless and until the occurrence of a Declared Default:

- (a) all voting powers and other rights attaching to Specified Investments belonging to a Chargor including all Derivative Rights shall continue to be exercised by such Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than such Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of such Specified Investments or any part of them; and
- (b) if Specified Investments belonging to a Chargor are registered in the name of the Security Agent or the Security Agent's nominee, all voting powers and other rights attaching to them including all Derivative Rights shall be exercised by the Security Agent or the Security Agent's nominee in accordance with instructions in writing from time to time received from such Chargor and, in the absence of any such instructions, the Security Agent or the Security Agent's nominee shall not exercise any such rights.

13.3 After Enforcement

Subject to Clause 13.4 (*Override relating to potential application of the NSIA*), at any time after the occurrence of a Declared Default:

- (a) the Security Agent may exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting and other rights attaching to the Specified Investments (including Derivative Rights) as it sees fit for the purpose of protecting the interests of each Beneficiary in relation to the Secured Sums, including any rights to nominate or remove a director as if the Security Agent were the sole beneficial owner of the Specified Investments;
- (b) all Derivative Rights shall, if received by a Chargor or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent; and
- (c) each Chargor shall (and shall procure that its nominees shall) accept short notice for and attend any meeting of the holders of any Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Agent may direct from time to time as it sees fit for the purpose of protecting the interests of each Beneficiary in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Agent takes any step to exercise any voting rights or power attaching to the Specified Investments, all such rights remain with the Chargor.

13.4 **Override relating to potential application of the NSIA**

No voting rights or any other powers or rights referred to in Clause 13.3 (*After Enforcement*) shall vest in or be exercisable by the Security Agent, Receiver or any other Beneficiary if, and to the extent that, a notifiable acquisition would, as consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSIA**") and any regulations made under the NSIA, and, either:

- (a) The Secretary of State has not approved that notifiable acquisition in accordance with the NSIA; or
- (b) The Secretary of State has approved that notifiable acquisition in accordance with the NSIA but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSIA.

For the avoidance of doubt, this Clause 13.4 is for the benefit only of the Security Agent, Receiver and the other Beneficiaries, and the Security Agent and any Receiver shall each be entitled to exercise rights under Clause 13.3 (*After Enforcement*) without obtaining any approvals under the NSIA if it determines that it is not necessary or advisable to obtain the same.

13.5 **Waiver of voting rights**

- (a) At any time and in its absolute discretion, and (notwithstanding any provision to the contrary in any other Finance Document) without any requirement for any consent or authority from any Chargor for it to do so, the Security Agent may by written notice to any one or more of the Chargors elect to give up the right to exercise all voting powers and rights attaching to those Specified Investments specified in that notice and which would otherwise potentially be capable of being conferred upon it pursuant to this Debenture.
- (b) Any notice served by the Security Agent under this Clause 13.5 shall be irrevocable.

13.6 **Negative covenants**

Each Chargor covenants with the Security Agent that it will not, without the prior written consent of the Security Agent (other than as permitted by the Finance Documents) consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied.

14. **OPENING OF NEW ACCOUNTS**

14.1 **Creation of new account**

On receiving notice that any Chargor has granted Security over or otherwise encumbered or disposed of any of its Assets in contravention of any Finance Document, a Beneficiary may rule off all its accounts and open new accounts with such Chargor.

14.2 **Credits to new account**

If a Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Beneficiary at the time when it received such notice.

15. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS**15.1 Section 103 of the LPA**

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Agent shall not exercise such power of sale until this Debenture has become enforceable.

15.2 Powers of sale extended

The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent by virtue of this Debenture are extended so as to authorise the Security Agent (whether in its own name or that of the Chargor concerned) to:

- (a) grant a lease of any Land vested in a Chargor or in which it has an interest on such terms and conditions as the Security Agent shall think fit; and
- (b) sever any fixtures from Land vested in a Chargor and sell them separately.

16. ENFORCEMENT

The Security created by this Deed will become enforceable at any time on or after:

- (a) the occurrence of a Declared Default; or
- (b) a request has been made by the Parent and/or Chargor to the Security Agent that it exercise any of its powers under this Deed (including, but not limited to, the appointment of a Receiver or an administrator under Clause 17.1(b) (*Appointment of a Receiver or an Administrator*) below).

17. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR**17.1 Appointment:** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charges contained in this Debenture. At any time after:

- (a) the occurrence of a Declared Default; or
- (b) a request has been made by the Parent and/or a Chargor to the Security Agent for the appointment of a Receiver or an administrator over its Assets or in respect of a Chargor,

then this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Beneficiary, the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver or a receiver and manager (or receivers or receivers and managers) of all or any part of the Assets of such Chargor or, an administrator or administrators of such Chargor, as the Security Agent may choose in its entire discretion.

Notwithstanding anything to the contrary in this Debenture, neither the obtaining of a moratorium by a Chargor under Part A1 of the Insolvency Act 1986 nor the doing of anything for or by a Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as, a ground under this Debenture for the appointment of a Receiver save where such an appointment would be permitted under that Part A1.

17.2 Power to act separately

Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.

17.3 Receiver's remuneration

The Security Agent may from time to time determine the remuneration of a Receiver.

17.4 Removal of Receiver

The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.

17.5 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude:

- (a) the Security Agent from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

17.6 Receiver's agency

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent or any other Beneficiary.

18. POWERS OF A RECEIVER

The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;
- (b) promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor;
- (c) sever any fixtures from Land and/or sell them separately;

- (d) exercise all voting and other rights attaching to Investments owned by the relevant Chargor;
- (e) arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (f) make any arrangement or compromise with any Beneficiary or others as he shall think fit;
- (g) make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (j) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;
- (k) commence and/or complete any building operations upon any Land of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit;
- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights; and
- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

19. **POWER OF ATTORNEY**

19.1 **Appointment of attorney**

Each Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security and/or Agent/nominee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) do anything which that Chargor is obliged to do (but has not done within 5 Business Days of being notified in writing by the Security Agent of such failure and being requested to comply) in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) following a Declared Default that is continuing, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it.

19.2 Ratification

Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause.

19.3 Sums recoverable

All sums expended by the Security Agent, any nominee and/or any Receiver under this Clause 19 shall be recoverable from each Chargor under Clause 20 (*Costs and expenses*) of the Facility Agreement.

20. OTHER POWERS EXERCISABLE BY THE SECURITY AGENT

20.1 Receiver's powers

All powers of a Receiver conferred by this Debenture may be exercised by the Security Agent after this Debenture has become enforceable. In that event, paragraph (i) of Clause 18 (*Powers of a Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

20.2 Receipt of debts

At any time after a Declared Default has occurred and is continuing the Security Agent or any manager, officer, nominee or agent of the Security Agent is hereby irrevocably empowered to:

- (a) receive all trade debts and other debts and claims which may be assigned to the Security Agent pursuant to this Debenture and/or under any other Transaction Security Document;
- (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Agent for their recovery;
- (c) agree accounts and make allowances and give time to any surety; and
- (d) Each Chargor ratifies and confirms whatever the Security Agent or any manager or officer of the Security Agent shall do or purport to do under this Clause.

20.3 Security Agent's powers

The Security Agent shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 20, except for gross negligence or wilful default.

20.4 No duty of enquiry

The Security Agent need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them.

21. APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER**21.1 Order of priority:**

Any money received or realised under the powers conferred by this Debenture shall be paid or applied in accordance with the terms of the Intercreditor Agreement.

21.2 Suspense account

Until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may place and keep to the credit of a suspense account any money received from or realised in respect of any Chargor's liability under this Debenture. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate.

21.3 Discretion to apply

Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

22. PROTECTION OF THIRD PARTIES**22.1 No duty to enquire**

No purchaser from, or other person dealing with, the Security Agent, its nominee or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Agent has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Agent, any nominee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

22.2 **Receipt**

The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Agent.

23. **PROTECTION OF THE SECURITY AGENT, ANY NOMINEE AND RECEIVER**

23.1 **Limitation**

Neither the Security Agent nor any nominee nor Receiver shall be liable in respect of any Liability which arises out of the exercise or the purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its own gross negligence or wilful default.

23.2 **Entry into possession**

Without prejudice to the generality of Clause 23.1 (*Limitation*), neither the Security Agent, any nominee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Agent, or any nominee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession.

24. **SECURITY AGENT**

24.1 **Security Agent as trustee**

The Security Agent declares itself to be a trustee of this Debenture (and any other Security created in its favour pursuant to this Debenture) for the Beneficiaries. The retirement of the person for the time being acting as Security Agent and the appointment of a successor shall be effected in the manner provided for in the Intercreditor Agreement.

24.2 **Trustee Act 2000**

The Parties agree that the Security Agent shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

24.3 **No partnership**

Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Agent.

24.4 **Provisions of the Intercreditor Agreement**

The provisions of Clause 19 (*The Security Agent*) and Clause 26 (*Consents, amendments and override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Debenture as if set out in this Debenture in full.

25. **SET-OFF**

25.1 **Right**

After the occurrence of an Event of Default which is continuing, a Beneficiary may (but is not obliged to) retain any money standing to the credit of any Chargor with such Beneficiary in any currency upon any account or otherwise (whether or not in such Chargor's name) as

cover for any Secured Sums and/or at any time or times without notice to such Chargor combine or consolidate all or any of such money with all or such part of the Secured Sums due or owing by it as such Beneficiary may select and such Beneficiary may purchase with any such money any other currency required to effect such combination or consolidation.

26. TRANSFER BY A BENEFICIARY

- (a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Debenture to any person to whom it is permitted to transfer any of its rights under the relevant Finance Document or otherwise grant an interest in them to any person.
- (b) The Security Agent may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Agent appointed in accordance with the Intercreditor Agreement. Upon such assignment and transfer becoming effective, the replacement Security Agent shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Debenture in replacement of the previous Security Agent.

27. ACCESSION OF A NEW CHARGOR

27.1 Method

Any member of the Group may at any time, become a party to this Debenture (providing that where such member of the Group is incorporated in a Sanctioned Country the Majority Lenders approve the addition of that Subsidiary), by delivering to the Security Agent in form and substance satisfactory to it:

- (a) a Deed of Accession and Charge; and
- (b) certified extracts from the minutes of a meeting of its Board of Directors evidencing the due authorisation and execution of the Deed of Accession and Charge and any other conditions precedent required by the Finance Documents.

27.2 New Chargor bound

The New Chargor shall become a Chargor under this Debenture with effect from the time when the Deed of Accession and Charge takes effect, at which point:

- (a) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original party to this Debenture; and
- (b) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original party to this Debenture.

28. RELEASE OF SECURITY

28.1 Redemption

Subject to Clause 28.2 (*Avoidance of Payments*), if all Secured Sums have been unconditionally and irrevocably paid in full and none of the Beneficiaries are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Security Agent will (at the request and cost of the Chargors), promptly execute and do all such reasonable acts as

may be necessary to release the Assets from the Security constituted by this Debenture. Such release shall not prejudice the rights of the Security Agent under Clause 20 (*Costs and expenses*) of the Facility Agreement.

28.2 Avoidance of Payments

If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of each Chargor under this Debenture and the Security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

29. THIRD PARTY RIGHTS

29.1 Directly enforceable rights

Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of Clause 25 (*Set-Off*), and Clause 26 (*Transfer by a Beneficiary*) shall be directly enforceable by a Beneficiary;
- (b) the provisions of Clause 16 (*Appointment of a Receiver or an Administrator*) to Clause 23 (*Protection of the Security Agent and Receiver*) inclusive shall be directly enforceable by any nominee or Receiver; and
- (c) the provisions of Clause 22 (*Protection of Third Parties*) shall be directly enforceable by any purchaser.

29.2 Exclusion of Contracts (Rights of Third Parties) Act 1999

Save as otherwise expressly provided in Clause 29.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Debenture.

29.3 Rights of the Parties to vary

The Parties (or the Parent, on behalf of the Chargors, and the Security Agent (on behalf of the Beneficiaries)) may by agreement vary any term of this Debenture (including this Clause 29) without the necessity of obtaining any consent from any other person.

30. JOINT AND SEPARATE LIABILITY

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly.

31. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

31.1 Delay etc

All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Beneficiary, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.

31.2 Severability

No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

31.3 Illegality, invalidity, unenforceability

Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture.

31.4 Variations

No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Parent (on behalf of the Chargors) or by all Parties.

31.5 Consents

Save as otherwise expressly specified in this Debenture, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

32. COUNTERPARTS

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Debenture.

33. NOTICES**33.1 Notices provision**

Any communication to be made under or in connection with this Debenture shall be made in accordance with the notice provision of the Facility Agreement.

33.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Debenture is:

- (a) in the case of the Chargors, set out in Schedule 1 (*The Chargors*) and in the case of any New Chargor, set out in the relevant Deed of Accession and Charge; and
- (b) in the case of the Security Agent, that identified with its name at the end of this Debenture,

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Agent (or the Security Agent may notify to the Parent if a change is made by the Security Agent) by not less than five Business Days' notice.

34. SECURITY AGENT

The provisions of Clause 19 (*The Security Agent*) and Clause 26 (*Consents, Amendments and Override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Debenture as if set out in this Debenture in full.

34.1 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;and, if a particular department or officer is specified as part of its address details provided under Clause 33.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of and actually received by the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) Any communication or document made or delivered to the Parent in accordance with this Clause will be deemed to have been made or delivered to each of the Chargors.

34.2 Electronic Mail

- (a) Any communication to be made between the Agent or the Security Agent and a Chargor under or in connection with this Debenture may be made by electronic mail or other electronic means, if the Agent, the Security Agent and the relevant Chargor:
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Agent or the Security Agent or a Chargor will be effective only when actually received in readable form.

34.3 Notification of Change

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 33.2 (*Addresses*) or changing its own address or fax number, the Security Agent shall notify the other parties.

35. GOVERNING LAW

This Debenture and all non-contractual obligations arising in any way whatsoever out of or in connection with this Debenture shall be governed by, construed and take effect in accordance with English law.




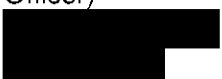
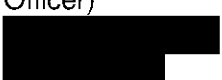
36. **ENFORCEMENT**



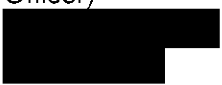
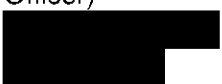
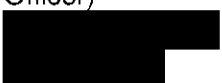
36.1 **Jurisdiction:**

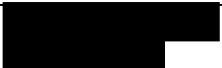

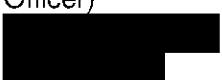
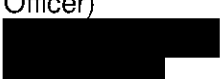
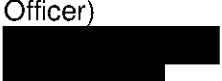
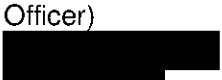
- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any claim for set off) or the legal relationships established by this Debenture (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.


THIS DEBENTURE has been executed by each Chargor as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1**The Chargors**

Name of Chargor	Registered Number	Address for Service
TFG Brands (London) Limited	09379971	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Dress Holdco 4 Limited	09365004	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Dress Holdco C Limited	09380036	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Poppy Holdco Limited	07474419	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Cameron Topco Limited	07211380	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 

Phase Eight (Fashion & Designs) Limited	01735454	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Phase Eight (Germany) Limited	08118652	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Phase Eight (UAE) Limited	08260882	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Phase Eight (SE Asia) LTD	08645675	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Whistles Limited	01514754	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Whistles Holdings Limited	06473609	Address: 55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer)

			
Whistles Acquisitions Limited	06473583	Address:	55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Hobbs Fashion Holdings Limited	07299448	Address:	55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Hobbs Limited	01577740	Address:	55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Hobbs Holdings No.2 Limited	05266446	Address:	55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Hobbs Holdings No.4 Limited	05270891	Address:	55 Kimber Road London SW18 4NX Attn: Matt Wilson (Chief Financial Officer) 
Inhoco 2756 Limited	04585764	Address:	55 Kimber Road London SW18 4NX

		Attn: Matt Wilson (Chief Financial Officer) 
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SCHEDULE 2

Registered Land to be mortgaged

None as at the date of this Debenture.

SCHEDULE 3**Form of Deed of Accession and Charge for a New Chargor**

THIS DEED OF ACCESSION AND CHARGE is made on

20[**]

BETWEEN:

- (1) **[***INSERT THE NAME OF THE NEW CHARGOR***]** (registered in [England and Wales] under number [***]) (the **"New Chargor"**);
- (2) **[***]** (registered in England and Wales under number [***]) (the **"Parent"**); and
- (3) **[***]** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated [***insert date***] between (1) the [***Identify original Chargors***] and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).

[***Note: Set out details of any previous Deed of Accession and Charge.***]

- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:**1. DEFINITIONS AND INTERPRETATION**

- 1.1 **Incorporation:** Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 Additional Definitions: In this Deed:

"Excluded Land" means:

- (a) any leasehold property with less than 25 years remaining on the applicable lease as at, and at any time after, the date of this Debenture and is not held under a Rack-rental Lease; or
- (b) any freehold or leasehold Land that has a market value of less than £1,000,000; or
- (c) *[insert details of any specific Land to be excluded]*¹.

"Floating Charge Property" means any leasehold interests owned by a Chargor which that Chargor is prohibited under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with Clause 3.7(a) (*Lessor's consent*).

¹ To be confirmed.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, domain names, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world (which may now or in the future subsist) and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means (other than any Excluded Land):

- (a) freehold and leasehold, and any other estate in, land;
- (b) and (outside England and Wales) immovable property; and
- (c) in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

[*****"Specified Intellectual Property"** means []***]

2. **ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED**

2.1 **Accession**

The New Chargor agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay**

The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso**

The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession**

The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. **ASSIGNMENTS**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent (as trustee for the Beneficiaries) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

4. **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage all Land in England and Wales now vested in it registered at the Land Registry, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*) to this Deed;
- (b) by way of fixed charge:
 - (i) all other Land which is now, or in the future becomes, its property (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) of the Principal Deed ceased to be a Floating Charge Property);
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or such leasehold interest has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) of the Principal Deed ceased to be a Floating Charge Property);
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vi) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
 - (x) all its goodwill and uncalled capital for the time being;
 - (xi) all Specified Intellectual Property belonging to it;
 - (xii) all other Intellectual Property presently belonging to it, including its interest in any Intellectual Property to which it is not absolutely entitled or to which

it is entitled together with others (to the extent that any consent of a relevant person has been obtained);

- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world to the extent that they are able to be charged under this clause;
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world to the extent that they are able to be charged under this clause;
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(ix) to (xiv) inclusive of this clause;
- (xvii) all trade debts now or in the future owing to it;
- (xviii) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*) of this Deed;
- (xx) any beneficial interest, claim or entitlement it has in any pension fund now or in the future;
- (xxi) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxii) all moneys at any time standing to the credit of the Mandatory Prepayment Account; and
- (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them to the extent that they are able to be charged under this clause.

5. CREATION OF FLOATING CHARGE

5.1 Each Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) of this Deed or

charged by any fixed charge contained in Clause 4 (*Fixed security*) of this Deed, including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland.

- 5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by the Facility Agreement, the New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. **RIGHT OF APPROPRIATION**

- 7.1 The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargor shall remain

liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

- 7.5 The New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO HM LAND REGISTRY

The New Chargor:

- (a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (application to enter an obligation to make further advances); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. POWER OF ATTORNEY

- 9.1 Appointment of attorney: The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:
- (a) do anything which the New Chargor is obliged to do (but after request by the Security Agent has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
 - (b) give any instruction under the rules and practices of a Relevant System; and
 - (c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification**

The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

9.3 **Sums recoverable**

All sums expended by the Security Agent or any Receiver under this Clause shall be recoverable from the New Chargor under Clause 24 (*Costs, expenses and liabilities*) of the Principal Deed.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction**

- (a) The courts of England shall have exclusive jurisdiction to settle any dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of any Finance Document or any Claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

- 13.2 [***Service of process: Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:
- (a) irrevocably appoints [***the Parent***] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.***]

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1 TO DEED OF ACCESSION**Registered land to be mortgaged**

Name of Chargor/Registered Proprietor	Description of Property	Title Number

The address for service of the Security Agent in the case of registered land is Barclays Bank PLC, 1 Churchill Place, Level 10, Canary Wharf, London, E14 5HP (Attention: Lee Smith)

Note: Incorporate here full details of all Land to be mortgaged under Clause 3.2 (*Fixed security*) and which is registered at HM Land Registry (this may include leases with at least 7 years left to run and other unregistered land which becomes the subject to first registration at HM Land Registry on execution of the Deed of Accession). Any title numbers must be set out here.

SCHEDULE 2 To DEED OF ACCESSION

Notice Details

[***Set out here the notice details for the New Chargor***]

EXECUTION

The New Chargor

Executed as a Deed by [***insert name
of New Chargor***] (pursuant to a
resolution of its Board of Directors) acting
by)
)
)
)

Director

Director/Secretary

The Parent

Executed as a Deed by [***insert name
of Parent***] (pursuant to a resolution of
its Board of Directors) acting by)
)
)
)

Director

Director/Secretary

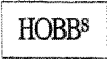

THE SECURITY AGENT

Signed by)
for and on behalf of)
[***])



Authorised Signatory

Address details:

SCHEDULE 4
Specified Intellectual Property
Part A – Trade Marks






Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS (stylised)	Hobbs Limited	Armenia	20060283	09/Mar/2006	11188	21/Dec/2006	Registered	09/Mar/2026	3,25,35	
HOBBS	Hobbs Limited	Australia	1544099	01/Mar/2013	1544099	23/Nov/2017	Registered	01/Mar/2033	18, 25, 35	
HOBBS London (Word & Device)	Hobbs Limited	Australia	1706295	09/Jul/2015	1706295	23/Nov/2017	Registered	09/Jul/2025	18,25,35	
NW3	Hobbs Limited	Australia	1562921	14/Jun/2013	1562921	15/Jan/2014	Registered	14/Jun/2033	18, 25, 35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Australia	1547118	19/Mar/2013	1547118	31/Mar/2014	Registered	19/Mar/2033	14,18,25,35	
WHISTLES	Whistles Limited (Oxfordshire Address)	Australia	1032412	30/Nov/2004	1032412	27/Feb/2006	Registered	30/Nov/2024	18,25	





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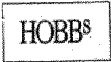
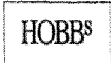

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Australia (International Designation)	1207025	07/Nov/2013	1630834	31/Oct/2014	Registered	07/Nov/2033	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Australia (International Designation)	1359304	07/Jun/2017	1864835	25/Nov/2019	Registered	07/Jun/2027	25,35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Australia (International Designation)	1357892	07/Jun/2017	1861802	25/Nov/2019	Registered	07/Jun/2027	25,35	
H logo	Hobbs Limited	Australia (International Designation)	1140103	21/Sep/2012	1532467	06/Jun/2013	Registered	21/Sep/2032	18, 25, 35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Australia (International Designation)	1197445	26/Sep/2013	1615305	10/Oct/2014	Registered	26/Sep/2033	35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	Australia (International Designation)	1277427	26/Jan/2015	1740322	24/Mar/2016	Registered	26/Jan/2025	14,18,25,35	




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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	Australia (International Designation)	1280377	26/Jan/2015	1743787	07/Apr/2016	Registered	26/Jan/2025	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	Australia (International Designation)	918685	16/Feb/2007	1532747	03/Apr/2014	Registered	16/Feb/2027	3,9,14,35	
WHISTLES LONDON	Whistles Limited (London Address)	Australia (International Designation)	1190405	22/Jul/2013	1603220	30/Apr/2014	Registered	22/Jul/2033	18,25,35	
HOBBS (stylised)	Hobbs Limited	Azerbaijan	20060207	28/Feb/2006	20061139	26/Dec/2006	Registered	28/Feb/2026	3,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Azerbaijan (International Designation)	1207025	07/Nov/2013	1207025	14/Aug/2014	Registered	07/Nov/2033	14,18,25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Azerbaijan (International Designation)	1197445	26/Sep/2013	1197445	14/Aug/2014	Registered	26/Sep/2033	14,18,25,35	





Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
Arabic Transliteration of HOBBS	Hobbs Limited	Bahrain	107199	23/Dec/2014	107199	23/Dec/2014	Registered	23/Dec/2024	18	
Arabic Transliteration of HOBBS	Hobbs Limited	Bahrain	107200	23/Dec/2014	107200	23/Dec/2014	Registered	23/Dec/2024	25	
Arabic Transliteration of HOBBS	Hobbs Limited	Bahrain	107201	23/Dec/2014	107201	23/Dec/2014	Registered	23/Dec/2024	35	
HOBBS (stylised)	Hobbs Limited	Bahrain	48084	21/May/2006	48084	03/Sep/2008	Registered	21/May/2026	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Bahrain (International Designation)	1207025	07/Nov/2013	1207025	26/Dec/2015	Registered	07/Nov/2033	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Bahrain (International Designation)	1359304	07/Jun/2017	1359304	25/Jul/2019	Registered	07/Jun/2027	25,35	





Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Bahrain (International Designation)	1357892	07/Jun/2017	1357892	27/Jul/2017	Registered	07/Jun/2027	25,35	
H logo	Hobbs Limited	Bahrain (International Designation)	1140103	21/Sep/2012	1140103	02/May/2013	Registered	21/Sep/2032	18,25,35	
HOBBS	Hobbs Limited	Bahrain (International Designation)	1089019	19/Aug/2011	1089019	22/Sep/2011	Registered	19/Aug/2031	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Bahrain (International Designation)	1197445	26/Sep/2013	1197445	26/Sep/2013	Registered	26/Sep/2033	14,18,25,35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	Bahrain (International Designation)	1277427	26/Jan/2015	1277427	10/Jun/2017	Registered	26/Jan/2025	14,18,25,35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	Bahrain (International Designation)	1280377	26/Jan/2015	1280377	24/Jun/2017	Registered	26/Jan/2025	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	Bahrain (International Designation)	918685	16/Feb/2007	918685	30/Apr/2016	Registered	16/Feb/2027	18,25,35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS	Hobbs Limited	Bangladesh	C-16722	25/Sep/2011	C-16722	27/Aug/2023	Registered	25/Sep/2028	25	
HOBBS (stylised)	Hobbs Limited	Bangladesh	97151	27/Feb/2006	97151	27/Feb/2006	Registered	27/Feb/2033	25	
HOBBS (stylised)	Hobbs Limited	Belarus	29811	14/Mar/2006	29811	14/May/2009	Registered	14/Mar/2026	3,25,35	
HOBBS	Hobbs Limited	Brazil	820546798	09/Feb/1998	820546798	03/Nov/1999	Registered	03/Nov/2029	25	
WHISTLES	Whistles Limited (London Address)	Brazil	831115386	11/Jul/2011	831115386	14/Jun/2016	Registered	14/Jun/2026	18	
WHISTLES	Whistles Limited (London Address)	Brazil	831114118	08/Jul/2011	831114118	29/Oct/2014	Registered	29/Oct/2024	25	
HOBBS (stylised)	Hobbs Limited	Brunei	37717	08/Mar/2006	37717	08/Mar/2006	Registered	08/Mar/2026	3,25,35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS (stylised)	Hobbs Limited	Bulgaria	62326	28/Feb/2006	62326	07/Dec/2007	Registered	28/Feb/2026	3, 25, 35	
HOBBS (stylised)	Hobbs Limited	Cambodia	KH/25210/06	11/May/2006	KH/25210/06	26/Jun/2006	Registered	11/May/2026	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Canada	1674002	24/Apr/2014	TMA970650	11/May/2017	Registered	11/May/2032		
HOBBS	Hobbs Limited	Canada	1539706	15/Aug/2011	TMA909091	21/Jul/2015	Registered	21/Jul/2030	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Canada	1830206	30/Mar/2017	TMA1044880	26/Jul/2019	Registered	26/Jul/2029	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Canada	1649696	21/Oct/2013	TMA954377	04/Nov/2016	Registered	04/Nov/2031	14,18,25,35	
WHISTLES	Whistles Limited	Canada	1606148	11/Dec/2012	TMA1034661	02/Jul/2019	Registered	02/Jul/2029	3,9,14,18,25,26,35	






Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Chile	1123551	16/Sep/2014	1155376	10/Feb/2015	Registered	10/Feb/2025	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Chile	1123548	16/Sep/2014	1169673	19/Jun/2015	Registered	19/Jun/2025	14,18,25,35	
First Transliteration of HOBBS in Class 25 (See Graphics Section for Chinese Transliteration on Characters)	Hobbs Limited	China	12707785	05/Jun/2013	12707785	21/Oct/2014	Registered	20/Oct/2024	25	
HOBBS	Hobbs Limited	China	1226503	24/Jun/1997	1226503	28/Nov/1998	Registered	27/Nov/2028	25	
HOBBS	Hobbs Limited	China	13781876	23/Dec/2013	13781876	07/May/2016	Registered	06/May/2026	18	
HOBBS (stylised)	Hobbs Limited	China	7010587	20/Oct/2008	7010587	21/Aug/2010	Registered	20/Aug/2030	35	
HOBBS (stylised)	Hobbs Limited	China	7010586	20/Oct/2008	7010586	14/Jul/2014	Registered	13/Jul/2024	24	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS LONDON	Hobbs Limited	China	7223211	27/Feb/2009	7223211	28/Sep/2010	Registered	27/Sep/2030	25	
NW3	Hobbs Limited	China	6997843	13/Oct/2008	6997843	21/Jan/2011	Registered	20/Jan/2031	18	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	China	4588079	07/Apr/2005	4588079	07/May/2011	Registered	06/May/2031	25	
Second Transliteration of HOBBS in Class 25 (See Graphics Section for Chinese Transliteration on Characters)	Hobbs Limited	China	12707787	05/Jun/2013	12707787	21/Oct/2014	Registered	20/Oct/2024	25	
Transliteration of HOBBS in Class 14 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	12707782	05/Jun/2013	12707782	21/Oct/2014	Registered	20/Oct/2024	14	
Transliteration of HOBBS in Class 16 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	12707783	05/Jun/2013	12707783	21/Oct/2014	Registered	20/Oct/2024	16	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
Transliteration of HOBBS in Class 18 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	12707784	05/Jun/2013	12707784	21/Oct/2014	Registered	20/Oct/2024	18	
Transliteration of HOBBS in Class 3 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	12707780	05/Jun/2013	12707780	21/Oct/2014	Registered	20/Oct/2024	3	
Transliteration of HOBBS in Class 35 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	12707786	05/Jun/2013	12707786	28/Dec/2014	Registered	27/Dec/2024	35	
Transliteration of HOBBS in Class 9 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	12707781	05/Jun/2013	12707781	07/Apr/2015	Registered	06/Apr/2025	9	
Transliteration of Phonetic Equivalent to He Bu Su in Class 14 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	13156687	29/Aug/2013	13156687	28/Dec/2014	Registered	27/Dec/2024	14	





Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
Transliteration of Phonetic Equivalent to He Bu Su in Class 16 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	13156686	29/Aug/2013	13156686	28/Dec/2014	Registered	27/Dec/2024	16	
Transliteration of Phonetic Equivalent to He Bu Su in Class 18 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	13156685	29/Aug/2013	13156685	14/Feb/2015	Registered	13/Feb/2025	18	
Transliteration of Phonetic Equivalent to He Bu Su in Class 25 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	13156684	29/Aug/2013	13156684	14/Feb/2015	Registered	13/Feb/2025	25	
Transliteration of Phonetic Equivalent to He Bu Su in Class 3 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	13156689	29/Aug/2013	13156689	21/Dec/2014	Registered	20/Dec/2024	3	
Transliteration of Phonetic Equivalent to He Bu Su in Class 9 (See Graphics Section for Chinese Transliteration Characters)	Hobbs Limited	China	13156688	29/Aug/2013	13156688	07/Jan/2015	Registered	06/Jan/2025	9	





Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	China	4418640	16/Dec/2004	4418640	21/Sep/2008	Registered	20/Sep/2028	18	
WHISTLES	Whistles Limited (London Address)	China	3426537	06/Jan/2003	3426537	14/Oct/2010	Registered	20/Dec/2024	25	
WHISTLES	Whistles Limited (London Address)	China	4418641	16/Dec/2004	4418641	07/May/2011	Registered	06/May/2031	25	
WHISTLES	Whistles Limited (London Address)	China	10105265	25/Oct/2011	10105265	28/Mar/2014	Registered	27/Mar/2024	25	
WHISTLES (in Chinese characters)	Whistles Limited (London Address)	China	4605706	15/Apr/2005	4605706	07/Feb/2009	Registered	06/Feb/2029	18	威瑟斯
WHISTLES (in Chinese characters)	Whistles Limited (London Address)	China	4605705	15/Apr/2005	4605705	14/Oct/2009	Registered	13/Oct/2029	25	威瑟斯
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	China (International Designation)	1359304	07/Jun/2017	1359304	07/Dec/2018	Registered	07/Jun/2027	25,35	




Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	China (International Designation)	1357892	07/Jun/2017	1357892	13/Nov/2018	Registered	07/Jun/2027	25	
H logo	Hobbs Limited	China (International Designation)	1140103	21/Sep/2012	1140103	27/Feb/2014	Registered	21/Sep/2032	18,25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	China (International Designation)	1197445	26/Sep/2013	1197445	14/May/2015	Registered	26/Sep/2033	14,18,24,25,35	
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	China (International Designation)	1379477	07/Jun/2017	UK00003202914	20/Sep/2018	Registered	07/Jun/2027	14,18,25,35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	China (International Designation)	1277427	26/Jan/2015	1277427	01/Aug/2019	Registered	26/Jan/2025	25	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	China (International Designation)	1280377	26/Jan/2015	1280377	24/Jun/2017	Registered	26/Jan/2025	14,18,25,35	



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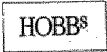

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	China (International Designation)	892103	22/Jun/2006	892103	29/Feb/2008	Registered	22/Jun/2026	35	
WHISTLES	Whistles Limited (London Address)	China (International Designation)	918685	16/Feb/2007	918695	20/Jun/2014	Registered	16/Feb/2027	3,9,14,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Colombia (International Designation)	1207025	07/Nov/2013	1207025	11/Feb/2016	Registered	07/Nov/2033	14,18,25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Colombia (International Designation)	1197445	26/Sep/2013	1197445	28/Oct/2015	Registered	26/Sep/2033	14,18,25,35	
HOBBS	Hobbs Limited	Croatia	Z20111512A	23/Aug/2011	Z20111512	08/Jun/2012	Registered	23/Aug/2031	25	
HOBBS	Hobbs Limited	Czech Republic	129335	19/Jan/1998	215828	22/Feb/1999	Registered	19/Jan/2028	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Egypt (International Designation)	1207025	07/Nov/2013	1207025	26/Dec/2015	Registered	07/Nov/2033	14,18,25	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
H logo	Hobbs Limited	Egypt (International Designation)	1140103	21/Sep/2012	1140103	02/May/2013	Registered	21/Sep/2032	18,25,35	
HOBBS	Hobbs Limited	Egypt (International Designation)	1089019	19/Aug/2011	1089019	15/Mar/2013	Registered	19/Aug/2031	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Egypt (International Designation)	1197445	26/Sep/2013	1197445	26/Sep/2013	Registered	26/Sep/2033	14,18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Europe (International Designation)	1207025	07/Nov/2013	1207025	28/Apr/2015	Registered	07/Nov/2033	14,18,25	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Europe (International Designation)	1357892	07/Jun/2017	1357892	27/Jul/2017	Registered	07/Jun/2027	25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Europe (International Designation)	1197445	26/Sep/2013	1197445	10/Feb/2015	Registered	26/Sep/2033	9,14,18,25,26,35	
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	Europe (International Designation)	1379477	07/Jun/2017	1379477	14/Dec/2017	Registered	07/Jun/2027	14,18,25,35	


Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
S8 (device)	Phase Eight (Fashion & Designs) Limited	Europe (International Designation)	1277427	26/Jan/2015	1277427	24/Oct/2016	Registered	26/Jan/2025	14,18,25,35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	Europe (International Designation)	1280377	26/Jan/2015	1280377	24/Dec/2015	Registered	26/Jan/2025	14,18,25,35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	European Union	009721978	09/Feb/2011	009721978	17/Jun/2011	Registered	09/Feb/2031	14,18,25,35	
FOLLY	Hobbs Limited	European Union	018754440	30/Aug/2022	018754440	18/Apr/2023	Registered	30/Aug/2032	14,18,25,35	
FOLLY BY HOBBS	Hobbs Limited	European Union	018754441	30/Aug/2022	018754441	18/Apr/2023	Registered	30/Aug/2032	14,18,25,35	
H logo	Hobbs Limited	European Union	011207875	21/Sep/2012	011207875	19/Feb/2013	Registered	21/Sep/2032	18,25,35	
HOBBS	Hobbs Limited	European Union	003565009	01/Dec/2003	003565009	05/Aug/2005	Registered	01/Dec/2033	3,9,14,16,18	
HOBBS	Hobbs Limited	European Union	000553719	10/Jun/1997	000553719	03/Feb/2003	Registered	10/Jun/2027	25	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS (stylised)	Hobbs Limited	European Union	004532181	06/Jul/2005	004532181	11/May/2009	Registered	06/Jul/2025	6,11,12,19,20,21,22,24,27,35,37,40,41,42	
HOBBS INVITATION	Hobbs Limited	European Union	010069771	22/Jun/2011	010069771	02/Nov/2011	Registered	22/Jun/2031	3,18,25	
HOBBS LONDON (stylised)	Hobbs Limited	European Union	007589591	09/Feb/2009	007589591	13/May/2010	Registered	09/Feb/2029	3,18,25	
INSIDE STORY	TFG Brands (London) Limited	European Union	018734281	15/Jul/2022	018734281	18/Jan/2023	Registered	15/Jul/2032	3,4,20,21,24,27	
N.W. 3 (Word & Device)	Hobbs Limited	European Union	007589393	09/Feb/2009	007589393	09/Sep/2009	Registered	09/Feb/2029	3,18,25	
NW3 (Word Only)	Hobbs Limited	European Union	007296056	07/Oct/2008	007296056	09/Jun/2009	Registered	07/Oct/2028	3,18,25	
PATSY SEDDON	Phase Eight (Fashion & Designs) Limited	European Union	012153763	19/Sep/2013	012153763	12/Feb/2014	Registered	19/Sep/2033	14,18,25,35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	European Union	000645283	08/Oct/1997	000645283	07/Jun/1999	Registered	08/Oct/2027	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	European Union	003116332	31/Mar/2003	003116332	17/Mar/2005	Registered	31/Mar/2033	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	European Union	004421905	05/May/2005	004421905	24/May/2006	Registered	05/May/2025	3,9,14,18,25,35	
WHISTLES LONDON	Whistles Limited (London Address)	European Union	012002952	22/Jul/2013	012002952	28/Jan/2014	Registered	22/Jul/2033	18,25,35	
HOBBS (Word & Device)	Hobbs Limited	Germany	H61503	19/Apr/1989	1190022	30/Mar/1994	Registered	30/Apr/2029	25	
HOBBS	Hobbs Limited	Guernsey	GGGT3284	22/Feb/1984	GGGT3284	22/Feb/1984	Registered	22/Feb/2025	25	
COLLECTION 8 logo (Series of 2)	Phase Eight (Fashion & Designs) Limited	Hong Kong	302795563	08/Nov/2013	302795563	08/Nov/2013	Registered	07/Nov/2033	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Hong Kong	304181760	22/Jun/2017	304181760	07/Jun/2017	Registered	21/Jun/2027	25,35	


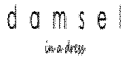

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Hong Kong	304181742	22/Jun/2017	304181742	22/Jun/2017	Registered	21/Jun/2027	25,35	
H Logo	Hobbs Limited	Hong Kong	302739493	17/Sep/2013	302739493	26/Feb/2014	Registered	15/Sep/2033	18,25,35	
HOBBS	Hobbs Limited	Hong Kong	302739529	17/Sep/2013	302739529	28/Mar/2014	Registered	15/Sep/2033	18, 35	
HOBBS	Hobbs Limited	Hong Kong	B7116/95	03/Nov/1993	1995B07116	21/Aug/1995	Registered	03/Nov/2024	25	
HOBBS (stylised)	Hobbs Limited	Hong Kong	300806896	31/Jan/2007	300806896	14/Jun/2007	Registered	30/Jan/2027	25	
HOBBS LONDON Logo	Hobbs Limited	Hong Kong	302739475	17/Sep/2013	302739475	27/Mar/2014	Registered	15/Sep/2033	18,25,35	




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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Hong Kong	302745630	24/Sep/2013	302745630	24/Sep/2013	Registered	23/Sep/2033	14,18,25,35	
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	Hong Kong	304145067	19/Dec/2016	304145067	19/May/2017	Registered	18/May/2027	25	<i>Phase Eight</i>
TFG LONDON	TFG Brands (London) Limited	Hong Kong	305097204	29/Oct/2019	305097204	29/Oct/2019	Registered	28/Oct/2029	35	
WHISTLES	Whistles Limited (London Address)	Hong Kong	302448054	28/Nov/2012	302448054	28/Nov/2012	Registered	27/Nov/2032	3,9,14	
WHISTLES (Stylised)	Whistles Limited (London Address)	Hong Kong	300665677	23/Jun/2006	300665677	23/Jun/2006	Registered	22/Jun/2026	18,25,35	WHISTLES
HOBBS (stylised)	Hobbs Limited	Iceland	643/2006	27/Feb/2006	668/2006	28/Jul/2006	Registered	28/Jul/2026	3,25,35	
WHISTLES	Whistles Limited (London Address)	India	1970719	25/May/2010	1970719	25/May/2010	Registered	25/May/2030	14,18	




Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	India (International Designation)	1207025	07/Nov/2013	2767156	07/Jan/2019	Registered	07/Nov/2033	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	India (International Designation)	1197445	26/Sep/2013	2729359	30/Oct/2018	Registered	26/Sep/2033	14,18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Indonesia	D002014020696	07/May/2014	IDM000541705	08/Aug/2016	Registered	07/May/2024	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Indonesia	D002014013413	25/Mar/2014	IDM000599798	11/Sep/2017	Registered	23/Mar/2024	25	
WHISTLES	Whistles Limited (London Address)	Indonesia	D002017019220	28/Apr/2017	IDM000621965	28/Apr/2017	Registered	28/Apr/2027	14	
WHISTLES	Whistles Limited (London Address)	Indonesia	J002017019227	28/Apr/2017	IDM000631559	03/Aug/2018	Registered	28/Apr/2027	35	
WHISTLES	Whistles Limited (London Address)	Indonesia	D002017019226	28/Apr/2017	IDM000621784	05/Jun/2018	Registered	28/Apr/2027	25	
WHISTLES	Whistles Limited (London Address)	Indonesia	D002017019224	28/Apr/2017	IDM000621966	06/Jun/2018	Registered	28/Apr/2027	18	



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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1207025	07/Nov/2013	1207025	07/Nov/2013	Registered	07/Nov/2033	14,18,25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1359304	07/Jun/2017	1359304	07/Jun/2017	Registered	07/Jun/2027	25,35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1357892	07/Jun/2017	1357892	07/Jun/2017	Registered	07/Jun/2027	25,35	
H logo	Hobbs Limited	International (Madrid Protocol)	1140103	21/Sep/2012	1140103	21/Sep/2012	Registered	21/Sep/2032	18,25,35	
HOBBS	Hobbs Limited	International (Madrid Protocol)	1089019	19/Aug/2011	1089019	19/Aug/2011	Registered	19/Aug/2031	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	959978	07/Mar/2008	959978	07/Mar/2008	Registered	07/Mar/2028	14,18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1197445	26/Sep/2013	1197445	26/Sep/2013	Registered	26/Sep/2033	9,14,18,24,25,26,35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1379477	07/Jun/2017	1379477	07/Jun/2017	Registered	07/Jun/2027	14,18,25,35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1277427	26/Jan/2015	1277427	26/Jan/2015	Registered	26/Jan/2025	14,18,25,35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	International (Madrid Protocol)	1280377	26/Jan/2015	1280377	26/Jan/2015	Registered	26/Jan/2025	14,18,25,35	
TFG LONDON	TFG Brands (London) Limited	International (Madrid Protocol)	1508864	25/Oct/2019	1508864	25/Oct/2019	Registered	25/Oct/2029	35	
WHISTLES	Whistles Limited (London Address)	International (Madrid Protocol)	899255	01/Jul/2006	899255	01/Jul/2006	Registered	01/Jul/2026	35	
WHISTLES	Whistles Limited (London Address)	International (Madrid Protocol)	892103	22/Jun/2006	892103	22/Jun/2006	Registered	22/Jun/2026	18,25,35	
WHISTLES	Whistles Limited (London Address)	International (Madrid Protocol)	918685	16/Feb/2007	918685	16/Feb/2007	Registered	16/Feb/2027	3,9,14,18,25,35	


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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES LONDON	Whistles Limited (London Address)	International (Madrid Protocol)	1190405	22/Jul/2013	1190405	22/Jul/2013	Registered	22/Jul/2033	18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Iran (International Designation)	1207025	07/Nov/2013	1207025	27/Jul/2016	Registered	07/Nov/2033	14,18,25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Iran (International Designation)	1197445	26/Sep/2013	1197445	27/May/2016	Registered	26/Sep/2033	25,35	
HOBBS	Hobbs Limited	Israel	114446	25/Aug/1997	114446	25/Aug/1997	Registered	25/Aug/2028	25	
H logo	Hobbs Limited	Israel (International Designation)	1140103	21/Sep/2012	1140103	04/Nov/2014	Registered	21/Sep/2032	18,25,35	
HOBBS (stylised)	Hobbs Limited	Italy	037570C88	25/Nov/1988	362018000059413	16/Oct/1991	Registered	25/Nov/2028	11,18,24,25	
HOBBS	Hobbs Limited	Japan	2018-084992	28/Jun/2018	6214863	09/Jan/2020	Registered	09/Jan/2030	35	
HOBBS	Hobbs Limited	Japan	H03-096779	17/Sep/1991	2706148	28/Apr/1995	Registered	28/Apr/2025	20, 24, 25	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS	Hobbs Limited	Japan	H03-096778	17/Sep/1991	4354075	21/Jan/2000	Registered	21/Jan/2030	14,25,26	
WHISTLES	Whistles Limited (London Address)	Japan	2020-77863	24/Jun/2020	6337645	06/Jan/2021	Registered	06/Jan/2031	18,25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Japan (International Designation)	1207025	07/Nov/2013	1207025	04/Feb/2016	Registered	07/Nov/2033	25	
H logo	Hobbs Limited	Japan (International Designation)	1140103	21/Sep/2012	1140103	13/Mar/2014	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Japan (International Designation)	1197445	26/Sep/2013	1197445	24/Apr/2015	Registered	26/Sep/2033	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	Japan (International Designation)	918685	16/Feb/2007	918685	20/Jun/2014	Registered	16/Feb/2027	3,9,14,35	
HOBBS	Hobbs Limited	Jersey	B5808	28/Nov/1991	5808	28/Nov/1991	Registered	22/Feb/2025	25	

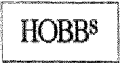

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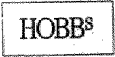


Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Kazakhstan (International Designation)	1207025	07/Nov/2013	1207025	19/Nov/2015	Registered	07/Nov/2033	14,18,25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Kazakhstan (International Designation)	1197445	14/Aug/2014	1197445	28/Aug/2015	Registered	26/Sep/2033	14,18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Kuwait	150570	28/Apr/2014	124549	28/Apr/2014	Registered	27/Apr/2024	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Kuwait	191696	02/Jul/2017	159082	02/Jul/2017	Registered	02/Jul/2027	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Kuwait	191697	02/Jul/2017	159083	02/Jul/2017	Registered	02/Jul/2027	35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Kuwait	191698	02/Jul/2017	159084	02/Jul/2017	Registered	02/Jul/2027	25	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Kuwait	191699	02/Jul/2017	159085	02/Jul/2017	Registered	02/Jul/2027	35	
HOBBS (stylised)	Hobbs Limited	Kuwait	76809	29/Apr/2006	64289	29/Apr/2006	Registered	28/Apr/2026	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Kuwait	144660	27/Oct/2013	125981	27/Oct/2013	Registered	27/Oct/2033	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Kuwait	144657	27/Oct/2013	125679	27/Oct/2013	Registered	27/Oct/2033	14	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Kuwait	144658	27/Oct/2013	125980	27/Oct/2013	Registered	27/Oct/2033	18	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Kuwait	144659	27/Oct/2013	124426	27/Oct/2013	Registered	27/Oct/2033	25	
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	Kuwait	190870	29/May/2017	156717	29/May/2017	Registered	29/May/2027	25	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
S8 (device)	Phase Eight (Fashion & Designs) Limited	Kuwait	162970	29/Jan/2015	140918	29/Jan/2015	Registered	28/Jan/2025	35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	Kuwait	162969	29/Jan/2015	137872	29/Jan/2015	Registered	28/Jan/2025	25	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	Kuwait	162972	29/Jan/2015	138914	29/Jan/2015	Registered	28/Jan/2025	35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	Kuwait	162971	29/Jan/2015	138126	29/Jan/2015	Registered	28/Jan/2025	25	
WHISTLES	Whistles Limited (London Address)	Kuwait	168155	11/May/2015	168155	12/Jun/2016	Registered	11/May/2025	25	
WHISTLES	Whistles Limited (London Address)	Kuwait	168154	11/May/2015	168154	12/Jun/2016	Registered	11/May/2025	18	
WHISTLES	Whistles Limited	Kuwait	168156	11/May/2015	168156	12/Jun/2016	Registered	11/May/2025	35	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
	(London Address)									
WHISTLES	Whistles Limited	Lebanon	101251	02/Mar/2005	101251	02/Mar/2005	Registered	02/Mar/2035	3,18,25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Macau	N/125217(009)	04/Jul/2017	N/125217	29/Jan/2018	Registered	29/Jan/2025	35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Macau	N/125216(065)	04/Jul/2017	N/125216	29/Jan/2018	Registered	29/Jan/2025	25	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Macau	N/125219(330)	04/Jul/2017	N/125219	29/Jan/2018	Registered	29/Jan/2025	35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Macau	N/125218(993)	04/Jul/2017	N/125218	29/Jan/2018	Registered	29/Jan/2025	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Macau	N/118767 (710)	22/Dec/2016	N/118767	10/Aug/2017	Registered	10/Aug/2024	18	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Macau	N/118769 (800)	22/Dec/2016	N/118769	10/Aug/2017	Registered	10/Aug/2024	35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Macau	N/118768 (075)	22/Dec/2016	N/118768	10/Aug/2017	Registered	10/Aug/2024	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Macau	N/118766 (078)	22/Dec/2016	N/118766	10/Aug/2017	Registered	10/Aug/2024	14	
HOBBS (stylised)	Hobbs Limited	Macedonia	13858	28/Feb/2006	13858	27/Feb/2008	Registered	28/Feb/2026	3,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Malaysia	2014055647	18/Apr/2014	2014055647	18/Apr/2014	Registered	18/Apr/2024	25	
HOBBS	Hobbs Limited	Malaysia	97008584	26/Jun/1997	97008584	26/Jun/1997	Registered	26/Jun/2024	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Malaysia	2014054060	19/Mar/2014	2014054060	19/Mar/2014	Registered	19/Mar/2024	25	
WHISTLES	Whistles Limited (London Address)	Malaysia	6010894	23/Jun/2006	6010894	23/Jun/2006	Registered	23/Jun/2026	35	
WHISTLES	Whistles Limited (London Address)	Malaysia	200011661	24/Aug/2000	200011661	24/Aug/2000	Registered	24/Aug/2030	25	




Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	Malaysia	2017057156	26/Apr/2017	2017057156	26/Apr/2017	Registered	26/Apr/2027	14	
WHISTLES	Whistles Limited (London Address)	Malaysia	200011662	24/Aug/2000	200011662	24/Aug/2000	Registered	24/Aug/2030	18	
HOBBS (stylised)	Hobbs Limited	Mauritius	MU/M/2006/04238	27/Feb/2006	04379/2007	26/Dec/2007	Registered	27/Feb/2026	3,25,35	
HOBBS	Hobbs Limited	Mexico	2318274	20/Jan/2020	2126491	07/Sep/2020	Registered	20/Jan/2030	35	
HOBBS	Hobbs Limited	Mexico	2318272	20/Jan/2020	2103553	30/Jul/2020	Registered	20/Jan/2030	18	
HOBBS	Hobbs Limited	Mexico	1205479	23/Aug/2011	1301016	30/Jul/2012	Registered	23/Aug/2031	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1555352	07/Nov/2013	1545055	09/Jun/2015	Registered	07/Nov/2033	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1555351	07/Nov/2013	1629352	18/Apr/2016	Registered	07/Nov/2033	18	



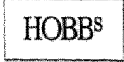

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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1555350	07/Nov/2013	1624398	31/Mar/2016	Registered	07/Nov/2033	14	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1359304	07/Jun/2017	1987693	05/Apr/2019	Registered	07/Jun/2027	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1930705	07/Jun/2017	1887080	24/May/2018	Registered	07/Jun/2027	35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1925227	07/Jun/2017	2047738	21/Oct/2019	Registered	07/Jun/2027	25	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1357892	07/Jun/2017	1881830	15/May/2018	Registered	07/Jun/2027	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1501881	07/Apr/2014	1606622	25/Jan/2016	Registered	26/Sep/2033	14	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1501883	07/Apr/2014	1610150	04/Feb/2016	Registered	26/Sep/2033	25	




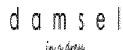
Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1501884	07/Apr/2014	1610151	04/Feb/2016	Registered	26/Sep/2033	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Mexico (International Designation)	1501882	07/Apr/2014	1606623	25/Jan/2016	Registered	26/Sep/2033	18	
WHISTLES	Whistles Limited (London Address)	Mexico (International Designation)	918685	16/Feb/2007	2003601	24/May/2019	Registered	16/Feb/2027	25	
WHISTLES	Whistles Limited (London Address)	Mexico (International Designation)	918685	16/Feb/2007	2003601	24/May/2019	Registered	16/Feb/2027	35	
HOBBS	Hobbs Limited	Monaco (International Designation)	1089019	19/Aug/2011	1089019	25/Nov/2011	Registered	19/Aug/2031	25	
HOBBS (stylised)	Hobbs Limited	Morocco (Casablanca)	102256	02/Mar/2006	102256	23/Aug/2006	Registered	02/Mar/2026	3,25,35	
HOBBS	Hobbs Limited	New Zealand	287557	20/Jan/1998	287557	14/Jan/1999	Registered	20/Jan/2025	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	New Zealand (International Designation)	1207025	07/Nov/2013	1207025	29/Oct/2014	Registered	07/Nov/2033	25	

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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
H logo	Hobbs Limited	New Zealand (International Designation)	1140103	21/Sep/2012	1140103	03/Sep/2013	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	New Zealand (International Designation)	1197445	26/Sep/2013	995484	01/Aug/2014	Registered	26/Sep/2033	14,18,25,35	
HOBBS	Hobbs Limited	Norway	201944	16/Jun/1997	201944	16/Mar/2000	Registered	16/Mar/2030	25	
WHISTLES	Whistles Limited (London Address)	Norway	200503645	20/Apr/2005	240594	31/Aug/2007	Registered	31/Aug/2027	18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Norway (International Designation)	1207025	07/Nov/2013	1207025	30/Jan/2015	Registered	07/Nov/2033	14,18,25	
H logo	Hobbs Limited	Norway (International Designation)	1140103	21/Sep/2012	1140103	17/Jan/2014	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Norway (International Designation)	1197445	26/Sep/2013	1197445	07/Nov/2014	Registered	26/Sep/2033	14,18,25,35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	Norway (International Designation)	918685	16/Feb/2007	918685	30/Nov/2018	Registered	16/Feb/2027	14	
HOBBS label	Hobbs Limited	Oman	39144	27/Feb/2006	39144	10/Aug/2010	Registered	27/Feb/2026	25	
H logo	Hobbs Limited	Oman (International Designation)	1140103	21/Sep/2012	1140103	08/Feb/2013	Registered	21/Sep/2032	18,25,35	
HOBBS	Hobbs Limited	Pakistan	306697	24/Aug/2011	306697	14/Apr/2016	Registered	24/Aug/2024	25	
HOBBS (stylised)	Hobbs Limited	Pakistan	219072	28/Feb/2006	219072	30/Jul/2008	Registered	28/Feb/2026	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Panama	235480-01	02/Oct/2014	235480-01	02/Oct/2014	Registered	02/Oct/2024	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Panama	235481-01	02/Oct/2014	235481	02/Oct/2014	Registered	02/Oct/2024	14,18,25,35	




Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Peru	589460	16/Sep/2014	220137	12/Jan/2015	Registered	12/Jan/2025	25	
HOBBS	Hobbs Limited	Peru	613364	01/Apr/2015	234429	13/Jan/2016	Registered	13/Jan/2026	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Peru	589459C	16/Sep/2014	10614	18/May/2015	Registered	18/May/2025	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Peru	589459B	16/Sep/2014	10614	18/May/2015	Registered	18/May/2025	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Peru	589459	16/Sep/2014	10614	18/May/2015	Registered	18/May/2025	14	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Peru	589459A	16/Sep/2014	10614	18/May/2015	Registered	18/May/2025	18	
WHISTLES	Whistles Limited (London Address)	Philippines	04-2017-006409	26/Apr/2017	4/2017-006409	30/Jul/2017	Registered	30/Jul/2027	14,18,25,35	
Arabic Transliteration of HOBBS	Hobbs Limited	Qatar	94223	11/Jan/2015	94223	23/Feb/2016	Registered	11/Jan/2025	35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
Arabic Transliteration of HOBBS	Hobbs Limited	Qatar	94222	11/Jan/2015	94222	15/Feb/2016	Registered	11/Jan/2025	25	
Arabic Transliteration of HOBBS	Hobbs Limited	Qatar	94221	11/Jan/2015	94221	11/Feb/2016	Registered	11/Jan/2025	18	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Qatar	85416	21/Nov/2013	85416	18/Jun/2015	Registered	Renewal Pending – provisional date of 20 November 2033	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Qatar	115540	04/Jul/2017	115540	22/Apr/2018	Registered	03/Jul/2027	35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Qatar	115539	04/Jul/2017	115539	22/Apr/2018	Registered	03/Jul/2027	25	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Qatar	115541	04/Jul/2017	115541	22/Apr/2018	Registered	03/Jul/2027	25	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Qatar	115542	04/Jul/2017	115542	22/Apr/2018	Registered	03/Jul/2027	35	
HOBBS	Hobbs Limited	Qatar	71432	20/Nov/2011	71432	10/Apr/2014	Registered	20/Nov/2031	25	
Class 25: Clothing, footwear, headgear.										

HOBBS (stylised)	Hobbs Limited	Qatar	39799	16/May/2006	39799	20/Nov/2008	Registered	16/May/2026	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Qatar	84716	22/Oct/2013	84716	14/Sep/2015	Registered	21/Oct/2033	18	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Qatar	84717	22/Oct/2013	84717	14/Sep/2015	Registered	21/Oct/2033	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Qatar	84718	22/Oct/2013	84718	14/Sep/2015	Registered	21/Oct/2033	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Qatar	84715	22/Oct/2013	84715	14/Sep/2015	Registered	21/Oct/2033	14	




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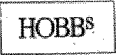
Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	Qatar	115185	13/Jun/2017	115185	18/Apr/2018	Registered	12/Jun/2027	25	
WHISTLES	Whistles Limited (London Address)	Qatar	97142	14/May/2015	97142	15/Jun/2020	Registered	13/May/2025	18	
WHISTLES	Whistles Limited (London Address)	Qatar	97143	14/May/2015	97143	15/Jun/2020	Registered	13/May/2025	25	
WHISTLES	Whistles Limited (London Address)	Qatar	97144	14/May/2015	97144	15/Jun/2020	Registered	13/May/2025	35	
HOBBS (stylised)	Hobbs Limited	Romania	M 2006 02076	28/Feb/2006	076514	26/Jun/2007	Registered	28/Feb/2026	3,25,35	
HOBBS	Hobbs Limited	Russian Federation	97708747	17/Jun/2017	196962	05/Dec/2000	Registered	17/Jun/2027	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Russian Federation (International Designation)	1207025	07/Nov/2013	1207025	08/Sep/2015	Registered	07/Nov/2033	14,18,25	




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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
H logo	Hobbs Limited	Russian Federation (International Designation)	1140103	21/Sep/2012	1140103	31/Mar/2014	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Russian Federation (International Designation)	1197445	26/Sep/2013	1197445	13/Feb/2015	Registered	26/Sep/2033	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	Russian Federation (International Designation)	918685	16/Feb/2007	918685	25/Jan/2013	Registered	16/Feb/2027	3,9,14,18,25,35	
WHISTLES LONDON	Whistles Limited (London Address)	Russian Federation (International Designation)	1190405	22/Jul/2013	1190405	16/Feb/2015	Registered	22/Jul/2033	18,25,35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1438022174	02/Jul/2017	1438022174	14/Sep/2017	Registered	15/Mar/2027	35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1438022173	02/Jul/2017	1438022173	14/Sep/2017	Registered	15/Mar/2027	25	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1438022176	02/Jul/2017	1438022176	21/Sep/2017	Registered	10/Mar/2027	25	



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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1438022177	02/Jul/2017	1438022177	21/Sep/2017	Registered	10/Mar/2027	35	
HOBBS (stylised)	Hobbs Limited	Saudi Arabia	105746	29/Apr/2006	142702985 (935/89)	02/Aug/2007	Registered	17/Sep/2025	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	82586	26/Apr/2003	734/71	27/Jun/2004	Registered	03/Jun/2032	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	82587	26/Apr/2003	804/36	27/Sep/2005	Registered	03/Jun/2032	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	82584	26/Apr/2003	734/70	27/Jun/2004	Registered	03/Jun/2032	14	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	82585	26/Apr/2003	729/34	24/May/2004	Registered	03 Jun 2032	18	
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1438021559	15/Jun/2017	1438021559	11/Sep/2017	Registered	20/Feb/2027	25	

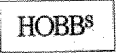

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
S8 (device)	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1436007647	29/Jan/2015	1436007647	30/Jul/2015	Registered	06/Oct/2024	25	
S8 (device)	Phase Eight (Fashion & Designs) Limited	Saudi Arabia	1436007648	29/Jan/2015	1436007648	05/Aug/2015	Registered	06/Oct/2024	35	
WHISTLES	Whistles Limited (London Address)	Saudi Arabia	1437005859	23/Dec/2015	1437005859	23/Dec/2015	Registered	03/Sep/2025	25	
WHISTLES	Whistles Limited (London Address)	Saudi Arabia	1436015835	14/May/2015	1436015835	13/Sep/2015	Registered	24/Jan/2025	35	
WHISTLES	Whistles Limited (London Address)	Saudi Arabia	1437005864	23/Dec/2015	1437005864	23/Dec/2015	Registered	03/Sep/2025	18	
HOBBS	Hobbs Limited	Singapore	B8618/93	05/Nov/1993	T9308618E	05/Nov/1993	Registered	05/Nov/2033	25	
HOBBS (stylised)	Hobbs Limited	Singapore	T0702297G	01/Feb/2007	T0702297G	01/Feb/2007	Registered	01/Feb/2027	25	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	Singapore	T0013858I	08/Aug/2000	T0013858I	08/Aug/2000	Registered	08/Aug/2030	25	
WHISTLES	Whistles Limited (London Address)	Singapore	T0013857J	08/Aug/2000	T0013857J	08/Aug/2000	Registered	08/Aug/2030	18	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Singapore (International Designation)	1207025	07/Nov/2013	T1410189E	13/Feb/2015	Registered	07/Nov/2033	25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Singapore (International Designation)	1359304	07/Jun/2017	40201715322 U	08/May/2018	Registered	07/Jun/2027	25,35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Singapore (International Designation)	1357892	07/Jun/2017	40201714610Y	11/Feb/2018	Registered	07/Jun/2027	25,35	
H logo	Hobbs Limited	Singapore (International Designation)	1140103	21/Sep/2012	T1306688C	25/Dec/2013	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Singapore (International Designation)	1197445	26/Sep/2013	1197445	29/Jun/2015	Registered	26/Sep/2033	14,18,25,35	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
TFG LONDON	TFG Brands (London) Limited	Singapore (International Designation)	40202001123T	25/Oct/2019	40202001123T	03/Jul/2020	Registered	25/Oct/2029	35	
WHISTLES	Whistles Limited (London Address)	Singapore (International Designation)	T1219599Z	27/Nov/2012	T1219599Z	02/Oct/2014	Registered	16/Feb/2027	3,9,14,35	
WHISTLES	Whistles Limited (London Address)	Singapore (International Designation)	899255	01/Jul/2006	T0623367B	22/Jun/2007	Registered	01/Jul/2026	35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	South Africa	2013/32520	20/Nov/2013	2013/32520	28/Sep/2015	Registered	20/Nov/2033	25	
HOBBS	Hobbs Limited	South Africa	2011/20745	22/Aug/2011	2011/20745	08/Feb/2013	Registered	22/Aug/2031	25	
HOBBS INVITATION	Hobbs Limited	South Africa	2011/20744	19/Aug/2011	2011/20744	05/Dec/2012	Registered	19/Aug/2031	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	South Africa	2003/05553	03/Apr/2003	2003/05553	03/Jan/2008	Registered	03/Apr/2033	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	South Africa	2003/05554	03/Apr/2003	2003/05554	03/Jan/2008	Registered	03/Apr/2033	35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	South Africa	2003/05551	03/Apr/2003	2003/05551	03/Jan/2008	Registered	03/Apr/2033	14	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	South Africa	2003/05552	03/Apr/2003	2003/05552	01/Feb/2008	Registered	03/Apr/2033	18	
WHISTLES	Whistles Limited (London Address)	South Africa	2000/05824	29/Mar/2000	2000/05824	30/Mar/2006	Registered	29/Mar/2030	25	
HOBBS	Hobbs Limited	South Korea	415601	23/Jun/1997	40-0415601	11/Aug/1998	Registered	11/Aug/2028	25	
HOBBS	Hobbs Limited	South Korea	429310	23/Jun/1997	40-0429310	13/Nov/1998	Registered	13/Nov/2028	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	South Korea (International Designation)	1207025	07/Nov/2013	1207025	11/Jun/2015	Registered	07/Nov/2033	25	
H logo	Hobbs Limited	South Korea (International Designation)	1140103	21/Sep/2012	1140103	16/Oct/2014	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	South Korea (International Designation)	1197445	26/Sep/2013	1197445	02/Sep/2015	Registered	26/Sep/2033	14,18,25,35	




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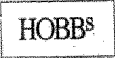

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	South Korea (International Designation)	892103	22/Jun/2006	892103	29/Feb/2008	Registered	22/Jun/2026	18,25,35	
HOBBS	Hobbs Limited	Sri Lanka	165678	22/Sep/2011	165678	23/Dec/2017	Registered	22/Sep/2031	25	
HOBBS logo	Hobbs Limited	Sri Lanka	131390	04/Apr/2006	131390	11/Oct/2012	Registered	04/Apr/2026	25	
HOBBS	Hobbs Limited	Switzerland	04696/1997	16/Jun/1997	446772	12/Sep/1997	Registered	16/Jun/2027	25	
WHISTLES	Whistles Limited (London Address)	Switzerland	10143/2000	25/Aug/2000	P-481696	19/Feb/2001	Registered	25/Aug/2030	14,18,25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	1207025	07/Nov/2013	1207025	25/Jun/2015	Registered	07/Nov/2033	14,18,25	

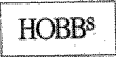


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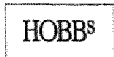


Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	1359304	07/Jun/2017	1359304	06/Sep/2018	Registered	07/Jun/2027	25,35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	1357892	07/Jun/2017	1357892	12/Jul/2018	Registered	07/Jun/2027	25,35	
H logo	Hobbs Limited	Switzerland (International Designation)	1140103	21/Sep/2012	1140103	18/Mar/2014	Registered	21/Sep/2032	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	1197445	26/Sep/2013	1197445	18/Jun/2015	Registered	26/Sep/2033	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	959978	07/Mar/2008	959978	21/Feb/2013	Registered	07/Mar/2028	14,18,25,35	


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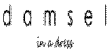


Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
S8 (device)	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	1277427	26/Jan/2015	1277427	28/Sep/2016	Registered	26/Jan/2025	14,18,25,35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	Switzerland (International Designation)	1280377	26/Jan/2015	1280377	27/Feb/2017	Registered	26/Jan/2025	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	Switzerland (International Designation)	918685	16/Feb/2007	918685	30/Apr/2016	Registered	16/Feb/2027	3,9,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Taiwan	103052422	10/Sep/2014	01717552	16/Jul/2015	Registered	15/Jul/2025	25	
HOBBS	Hobbs Limited	Taiwan	86047034	10/Sep/1997	874329	01/Aug/1999	Registered	15/May/2033	25	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS (stylised)	Hobbs Limited	Taiwan	80055383	04/Dec/1991	598323	16/May/1993	Registered	15/May/2033	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Taiwan	103052423	10/Sep/2014	01721557	01/Aug/2015	Registered	31/Jul/2025	14,18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Thailand	956566	30/Sep/2014	Kor421508	30/Sep/2014	Registered	29/Sep/2024	25	
HOBBS	Hobbs Limited	Thailand	180139384	21/Nov/2018	201114376	23/Jun/2020	Registered	20/Nov/2028	25	
HOBBS	Hobbs Limited	Thailand	180139383	21/Nov/2018	201114387	23/Jun/2020	Registered	20/Nov/2028	18	
HOBBS	Hobbs Limited	Thailand	180139385	21/Nov/2018	201114357	23/Jun/2020	Registered	20/Nov/2028	35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal	Logo/Design
WHISTLES	Whistles Limited (London Address)	Thailand	170118759	02/Jun/2017	181124476	02/Jun/2017	Registered	01/Jun/2027	14,18,25,35
HOBBS (stylised)	Hobbs Limited	Turkey	2006 07718	02/Mar/2006	200607718	02/Mar/2007	Registered	02/Mar/2026	25
									
WHISTLES	Whistles Limited (London Address)	Turkey	2005/14531	20/Apr/2005	2005/14531	06/Mar/2006	Registered	20/Apr/2025	3,18,25,35
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Turkey (International Designation)	1207025	07/Nov/2013	1207025	10/May/2015	Registered	07/Nov/2033	25
									
H logo	Hobbs Limited	Turkey (International Designation)	1140103	08/Feb/2013	1140103	29/Apr/2014	Registered	21/Sep/2032	18,25,35
									





Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal	Logo/Design	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Turkey (International Designation)	1197445	26/Sep/2013	1197445	10/May/2015	Registered	26/Sep/2033	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	Turkey (International Designation)	2013/00196	16/Feb/2007	2013/00196	10/Apr/2015	Registered	16/Feb/2027	3,9,14,35	
HOBBS (stylised)	Hobbs Limited	Ukraine	80523	03/Mar/2006	80523	10/Aug/2007	Registered	03/Mar/2026	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Ukraine (International Designation)	1207025	07/Nov/2013	1207025	10/Nov/2015	Registered	07/Nov/2033	14,18,25	
H logo	Hobbs Limited	Ukraine (International Designation)	1140103	21/Sep/2012	1140103	02/Apr/2014	Registered	21/Sep/2032	18,25,35	


Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Ukraine (International Designation)	1197445	14/Aug/2014	1197445	26/Nov/2015	Registered	26/Sep/2033	14,18,25,35	
Arabic Transliteration of HOBBS	Hobbs Limited	United Arab Emirates	224301	29/Dec/2014	224301	01/Jul/2015	Registered	29/Dec/2024	35	هوبلس
Arabic Transliteration of HOBBS	Hobbs Limited	United Arab Emirates	224300	29/Dec/2014	224300	01/Jul/2015	Registered	29/Dec/2024	25	هوبلس
Arabic Transliteration of HOBBS	Hobbs Limited	United Arab Emirates	224299	29/Dec/2014	224299	01/Jul/2015	Registered	29/Dec/2024	18	هوبلس
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	201545	25/Nov/2013	201545	10/Jul/2017	Registered	25/Nov/2033	25	




Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	276752	19/Jul/2017	276752	22/Jan/2018	Registered	19/Jul/2027	35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	276751	19/Jul/2017	276751	22/Jan/2018	Registered	19/Jul/2027	25	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	276754	19/Jul/2017	276754	22/Jan/2018	Registered	19/Jul/2027	35	
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	276753	19/Jul/2017	276753	22/Jan/2018	Registered	19/Jul/2027	25	
HOBBS	Hobbs Limited	United Arab Emirates	161528	21/Aug/2011	161528	18/Dec/2012	Registered	21/Aug/2031	25	
HOBBS (stylised)	Hobbs Limited	United Arab Emirates	77990	25/Feb/2006	77990	03/Mar/2008	Registered	25/Feb/2026	25	

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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	55229	30/Aug/2003	80677	30/Aug/2003	Registered	30/Aug/2033	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	55227	30/Aug/2003	45936	30/Aug/2003	Registered	30/Aug/2033	14	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	55228	30/Aug/2003	48143	30/Aug/2003	Registered	30/Aug/2033	18	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	55230	30/Aug/2003	48142	30/Aug/2003	Registered	30/Aug/2033	35	
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	274845	13/Jun/2017	274845	21/Dec/2017	Registered	13/Jun/2027	25	<i>Phase Eight</i>

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
S8 (device)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	226052	01/Feb/2015	226052	22/Mar/2016	Registered	01/Feb/2025	35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	226051	01/Feb/2015	226051	22/Mar/2016	Registered	01/Feb/2025	25	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	226050	01/Feb/2015	226050	22/Mar/2016	Registered	01/Feb/2025	35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	United Arab Emirates	226049	01/Feb/2015	226049	22/Mar/2016	Registered	01/Feb/2025	25	
WHISTLES	Whistles Limited (London Address)	United Arab Emirates	61597	16/Jun/2004	50728	17/Jan/2005	Registered	16/Jun/2024	25	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
WHISTLES	Whistles Limited (London Address)	United Arab Emirates	61595	16/Jun/2004	50731	17/Jan/2005	Registered	16/Jun/2024	3	
WHISTLES	Whistles Limited (London Address)	United Arab Emirates	61596	16/Jun/2004	50729	17/Jan/2005	Registered	16/Jun/2024	18	
COLLECTION 8 logo (Series of 2)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000030172 42	08/Aug/2013	UK000030172 42	08/Nov/2013	Registered	08/Aug/2033	14,18,25	
@home	TFG Brands (London) Limited	United Kingdom	UK000038029 95	24/Jun/2022	UK000038029 95	04/Nov/2022	Registered	24/Jun/2032	3,4,20,21,24,27	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000032090 72	27/Jan/2017	UK000032090 72	12/May/2017	Registered	27/Jan/2027	25,35	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00003209074	27/Jan/2017	UK00003209074	12/May/2017	Registered	27/Jan/2027	25,35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00801357892	07/Jun/2017	UK00801357892	04/Jan/2018	Registered	07/Jun/2027	25, 35	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00909721978	09/Feb/2011	UK00909721978	17/Jun/2011	Registered	09/Feb/2031	14, 18, 25, 35	
FOLLY	Hobbs Limited	United Kingdom	UK00003824855	30/Aug/2022	UK00003824855	13/Jan/2023	Registered	30/Aug/2032	14.18.25.35	
FOLLY BY HOBBS Logo	Hobbs Limited	United Kingdom	UK00003824858	30/Aug/2022	UK00003824858	09/Dec/2022	Registered	30/Aug/2032	14,18,25,35	


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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
GRANNY GOOSE	TFG Brands (London) Limited	United Kingdom	UK000037941 58	31/May/2022	UK000037941 58	14/Oct/2022	Registered	31/May/2032	20,24	
Granny Goose Logo	TFG Brands (London) Limited	United Kingdom	UK000037941 72	31/May/2022	UK000037941 72	16/Sep/2022	Registered	31/May/2032	20,24	
H logo	Hobbs Limited	United Kingdom	UK009112078 75	21/Sep/2012	UK009112078 75	19/Feb/2013	Registered	21/Sep/2032	18,25,35	
HALEY	Hobbs Limited	United Kingdom	UK000038333 04	28/Sep/2022	UK000038333 04	06/Jan/2023	Registered	28/Sep/2032	14,18,25,35	
HOBBES	Hobbs Limited	United Kingdom	UK000012132 80	22/Feb/1984	UK000012132 80	22/Feb/1984	Registered	22/Feb/2025	25	
HOBBES	Hobbs Limited	United Kingdom	UK000021556 87	15/Jan/1998	UK000021556 87	31/May/2002	Registered	15/Jan/2028	3,9,14,16,18,25	
HOBBES	Hobbs Limited	United Kingdom	UK009005537 19	10/Jun/1997	UK009005537 19	03/Feb/2003	Registered	10/Jun/2027	25	





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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS (series of 6)	Hobbs Limited	United Kingdom	UK00002155615	15/Jan/1998	UK00002155615	31/May/2002	Registered	15/Jan/2028	3,9,14,16,18,25	
HOBBS INVITATION	Hobbs Limited	United Kingdom	UK00910069771	22/Jun/2011	UK00910069771	02/Nov/2011	Registered	22/Jun/2031	3,18,25	
HOBBS LONDON (stylised)	Hobbs Limited	United Kingdom	UK00002508257	09/Feb/2009	UK00002508257	15/May/2009	Registered	09/Feb/2029	3,18,25	
HOBBS LONDON (stylised)	Hobbs Limited	United Kingdom	UK00907589591	09/Feb/2009	UK00907589591	13/May/2010	Registered	09/Feb/2029	3,18,25	
HOBBS NW3 / hobbs nw3 (series of 2)	Hobbs Limited	United Kingdom	UK00002499619	07/Oct/2008	UK00002499619	13/Mar/2009	Registered	07/Oct/2028	3,18,25	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS (stylised)	Hobbs Limited	United Kingdom	UK00904532181	06/Jul/2005	UK00904532181	11/May/2009	Registered	06/Jul/2025	6,11,12,19,20,21,22,24,27,35,37,40,41,42	HOBBS®
INSIDE STORY	TFG Brands (London) Limited	United Kingdom	UK00003809876	15/Jul/2022	UK00003809876	21/Oct/2022	Registered	15/Jul/2032	3,4,20,21,24,27	
MARKHAM	TFG Brands (London) Limited	United Kingdom	UK00003472065	04/Mar/2020	UK00003472065	09/Aug/2020	Registered	04/Mar/2030	14,18,25,35	
NW3	Hobbs Limited	United Kingdom	UK00907296056	07/Oct/2008	UK00907296056	09/Jun/2009	Registered	07/Oct/2028	3,18,25	
N.W.3 & device	Hobbs Limited	United Kingdom	UK00002508319	09/Feb/2009	UK00002508319	15/May/2009	Registered	09/Feb/2029	3,18,25	
NW3 / nw3 (series of 2)	Hobbs Limited	United Kingdom	UK00002499617	07/Oct/2008	UK00002499617	13/Mar/2009	Registered	07/Oct/2028	3,18,25	
N.W. 3 (Word & Device)	Hobbs Limited	United Kingdom	UK00907589393	09/Feb/2009	UK00907589393	09/Sep/2009	Registered	09/Feb/2029	3,18,25	



Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PATSY SEDDON	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000033328 25	08/Oct/1997	UK000033328 25	21/Dec/2018	Registered	21/Dec/2028	25	
PATSY SEDDON	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK009121537 63	19/Sep/2013	UK009121537 63	12/Feb/2014	Registered	19/Sep/2033	14,18, 25, 35	
PATSY SEDDON / Patsy Seddon (Series of 2)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000020508 54	11/Jan/1996	UK000020508 54	26/Sep/1997	Registered	11/Jan/2026	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK009006452 83	08/Oct/1997	UK009006452 83	07/Jun/1999	Registered	08/Oct/2027	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000034719 07	03/Mar/2020	UK009121537 63	04/Sep/2020	Registered	03/Mar/2030	20, 24, 27	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000036100 90	15/Mar/2021	UK000036100 90	16/Jul/2021	Registered	15/Mar/2031	3, 4, 11, 16, 21	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00002328055	29/Mar/2003	UK00002328055	08/Apr/2005	Registered	29/Mar/2033	14,18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00003022737	19/Sep/2013	UK00003022737	24/Jan/2014	Registered	19/Sep/2033	9,14,18,24,25,26,35	
PHASE EIGHT / Phase Ei8ht (Series of 2)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00002050856	11/Jan/1996	UK00002050856	29/Aug/1997	Registered	11/Jan/2026	25	<div>PHASE EIGHT</div> Phase Eight
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00003202914	19/Dec/2016	UK00003202914	31/Mar/2017	Registered	19/Dec/2026	14,18,25,35	Phase Eight
PHASE EIGHT stylised (2016 version)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00801379477	07/Jun/2017	UK00801379477	22/May/2018	Registered	07/Jun/2027	14,18,25,35	Phase Eight




Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
S8 (device)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000030664 60	30/Jul/2014	UK000030664 60	05/Dec/2014	Registered	30/Jul/2024	25,35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000030904 26	21/Jan/2015	UK000030904 26	19/Jun/2015	Registered	21/Jan/2025	14,18	
S8 (device)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK008012774 27	26/Jan/2015	UK008012774 27	24/Oct/2016	Registered	26/Jan/2025	14,18,25,35	
STUDIO 8	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000030638 75	11/Jul/2014	UK000030638 75	21/Nov/2014	Registered	11/Jul/2024	25,35	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK000030664 56	30/Jul/2014	UK000030664 56	05/Dec/2014	Registered	30/Jul/2024	25,35	

Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00003090416	21/Jan/2015	UK00003090416	19/Jun/2015	Registered	21/Jan/2025	14,18	
Studio8 london (device)	Phase Eight (Fashion & Designs) Limited	United Kingdom	UK00801280377	26/Jan/2015	UK00801280377	02/Nov/2016	Registered	26/Jan/2025	14,18,25,35	
TFG LONDON	TFG Brands (London) Limited	United Kingdom	UK00003439333	25/Oct/2019	UK00003439333	07/Feb/2020	Registered	25/Oct/2029	35	
WHISTLES	Whistles Limited (London Address)	United Kingdom	UK00002306986	01/Aug/2002	UK00002306986	03/Jan/2003	Registered	01/Aug/2032	25,35	
WHISTLES	Whistles Limited (London Address)	United Kingdom	UK00904421905	05/May/2005	UK00904421905	24/May/2006	Registered	05/May/2025	3,9,14,18,25,35	
WHISTLES LONDON	Whistles Limited (London Address)	United Kingdom	UK00912002952	22/Jul/2013	UK00912002952	28/Jan/2014	Registered	22/Jul/2033	18,25,35	



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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal		Logo/Design
HOBBS	Hobbs Limited	USA	77/083673	16/Jan/2007	3843463	07/Sep/2010	Registered	07/Sep/2030	25	
HOBBS	Hobbs Limited	USA	98142228	21/Aug/2023			Awaiting examination		14,18,35	
HOBBS LONDON (stylised)	Hobbs Limited	USA	77/666452	09/Feb/2009	4103441	28/Feb/2012	Registered	28/Feb/2032	25	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	USA (International Designation)	1207025	07/Nov/2013	4665371	06/Jan/2015	Registered		25	
DAMSEL IN A DRESS	Phase Eight (Fashion & Designs) Limited	USA (International Designation)	1359304	07/Jun/2017	5494577	19/Jun/2018	Registered		25,35	



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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal	Logo/Design
DAMSEL IN A DRESS (logo - 2017 version)	Phase Eight (Fashion & Designs) Limited	USA (International Designation)	1357892	07/Jun/2017	5494556	19/Jun/2018	Registered	25,35	
H logo	Hobbs Limited	USA (International Designation)	79128634	08/Feb/2013	4476583	04/Feb/2014	Registered	18,25,35	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	USA (International Designation)	1197445	26/Sep/2013	5173429	04/Apr/2017	Registered	25	
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	USA (International Designation)	959978	07/Mar/2008	3564925	20/Jun/2009	Registered	14,18,25,35	
S8 (device)	Phase Eight (Fashion & Designs) Limited	USA (International Designation)	1277427	26/Jan/2015	5047460	27/Sep/2016	Registered	14,18,25,35	
WHISTLES	Whistles Limited (London Address)	USA (International Designation)	918685	16/Feb/2007	3651240	07/Jul/2009	Registered	9,14,18,25,35	

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Trade Mark	Applicant	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal	Logo/Design
WHISTLES LONDON	Whistles Limited (London Address)	USA (International Designation)	1190405	22/Jul/2013	79141827	30/Jun/2015	Registered	18,25,35	
COLLECTION 8 logo	Phase Eight (Fashion & Designs) Limited	Vietnam (International Designation)	1207025	07/Nov/2013	1207025	24/Dec/2015	Registered	07/Nov/2033	14,18,25
									
H logo	Hobbs Limited	Vietnam (International Designation)	1140103	21/Sep/2012	1140103	21/Apr/2014	Registered	21/Sep/2032	18,25,35
									
HOBBS	Hobbs Limited	Vietnam (International Designation)	1089019	19/Aug/2011	1089019	30/Aug/2016	Registered	19/Aug/2031	25
PHASE EIGHT	Phase Eight (Fashion & Designs) Limited	Vietnam (International Designation)	1197445	14/Aug/2014	1197445	21/Jan/2016	Registered	26/Sep/2033	14,18,25,35
WHISTLES	Whistles Limited (London Address)	Vietnam (International Designation)	918685	16/Feb/2007	918685	21/Jun/2018	Registered	16/Feb/2027	14,18,25,35

Part B – Registered Designs

Design	Proprietor	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal	Design Image
HOBBS LONDON (stylised)	Hobbs Limited	Community Design	001088496-0001	11/Feb/2009	001088496-0001	11/Feb/2009	Granted	11/Feb/2024	
N.W.3 IN HAMPSTEAD HOBBS	Hobbs Limited	Community Design	001088504-0001	11/Feb/2009	001088504-0001	16/Aug/2010	Granted	11/Feb/2024	

Part C – Domains

- hobbs-clothes.co.uk
- hobbs-clothes.com
- hobbs-clothes.uk
- hobbs-fashion.com
- hobbs-shoes.co.uk
- hobbs-shoes.uk
- hobbs.be
- hobbs.ch
- hobbs.cn
- hobbs.co.uk
- hobbs.com
- hobbs.com.cn
- hobbs.es
- hobbs.eu
- hobbs.hk
- hobbs.ie
- hobbs.jp
- hobbs.london
- hobbs.ru
- hobbs.shop
- hobbs.tv
- hobbs.uk
- hobbscollection.cn
- hobbscollection.co.in
- hobbscollection.co.nz
- hobbscollection.co.uk
- hobbscollection.com
- hobbscollection.de
- hobbscollection.eu
- hobbscollection.fr
- hobbscollection.ie
- hobbscollection.it
- hobbscollection.net
- hobbscollection.ru
- hobbscollection.uk
- hobbsfashion.co.uk
- hobbsfashion.com
- hobbsfashion.uk
- hobbsinvitation.asia
- hobbsinvitation.be
- hobbsinvitation.biz
- hobbsinvitation.co.uk
- hobbsinvitation.com
- hobbsinvitation.com.ar
- hobbsinvitation.com.br
- hobbsinvitation.de
- hobbsinvitation.eu
- hobbsinvitation.info
- hobbsinvitation.it
- hobbsinvitation.mobi
- hobbsinvitation.net
- hobbsinvitation.nl
- hobbsinvitation.org
- hobbsinvitation.tv
- hobbsinvitation.uk
- hobbsladieswear.co.uk
- hobbsladieswear.uk
- hobbslimitededition.co.uk
- hobbslimitededition.com
- hobbslimitededition.uk
- hobbslondon.asia
- hobbslondon.be
- hobbslondon.biz
- hobbslondon.co.uk
- hobbslondon.com
- hobbslondon.com.ar
- hobbslondon.com.br
- hobbslondon.de

- hobbslondon.eu
- hobbslondon.fr
- hobbslondon.info
- hobbslondon.it
- hobbslondon.mobi
- hobbslondon.net
- hobbslondon.nl
- hobbslondon.org
- hobbslondon.tv
- hobbslondon.uk
- hobbsmaincollection.co.uk
- hobbsmaincollection.com
- hobbsmaincollection.uk
- hobbsnw3.asia
- hobbsnw3.be
- hobbsnw3.biz
- hobbsnw3.co.uk
- hobbsnw3.com
- hobbsnw3.com.ar
- hobbsnw3.com.br
- hobbsnw3.de
- hobbsnw3.info
- hobbsnw3.it
- hobbsnw3.mobi
- hobbsnw3.net
- hobbsnw3.nl
- hobbsnw3.org
- hobbsnw3.tv
- hobbsnw3.uk
- hobbsoutlet.asia
- hobbsoutlet.be
- hobbsoutlet.biz
- hobbsoutlet.co.uk
- hobbsoutlet.com
- hobbsoutlet.com.ar
- hobbsoutlet.com.br
- hobbsoutlet.de
- hobbsoutlet.eu
- hobbsoutlet.info
- hobbsoutlet.it
- hobbsoutlet.mobi
- hobbsoutlet.net
- hobbsoutlet.nl
- hobbsoutlet.org
- hobbsoutlet.tv
- hobbsoutlet.uk
- hobbsoutlets.co.uk
- hobbsoutlets.com
- hobbsoutlets.uk
- hobbsshoes.co.uk
- hobbsshoes.uk
- hobbsstore.co.uk
- hobbsstore.uk
- haleybyhobbs.co.uk
- haleybyhobbs.com
- haleyclothing.co.uk
- haleyclothing.com
- haleyfashion.co.uk
- haleyfashion.com
- haley london.co.uk
- haley london.com
- everleybyhobbs.co.uk
- everleybyhobbs.com
- everleyclothing.co.uk
- everleyclothing.com
- everleyfashion.co.uk
- everleyfashion.com
- everley london.co.uk
- follybyhobbs.co.uk
- follyclothing.co.uk
- follyclothing.com
- follyfashion.co.uk
- folly london.co.uk

- whistles.be
- whistles.ch
- whistles.clothing
- whistles.co.nz
- whistles.com
- whistles.com.br
- whistles.com.hk
- whistles.com.ru
- whistles.com.sg
- whistles.dk
- whistles.hk
- whistles.ie
- whistles.jp
- whistles.kr
- whistles.london
- whistles.net.cn
- whistles.nl
- whistles.se
- whistles.sg
- whistleslondon.cn
- whistleslondon.co.nz
- whistleslondon.co.uk
- whistleslondon.com
- whistleslondon.com.au
- whistleslondon.com.cn
- whistleslondon.com.hk
- whistleslondon.de
- whistleslondon.fr
- whistleslondon.hk
- whistleslondon.jp
- whistleslondon.net.cn
- whistleslondon.us
- whistlesuk.com
- whistleslimitededition.co.uk
- whistleslimitededition.com
- whistles.co.uk

- bridal8competition.com
- bridebyphaseeight.co.uk
- bridebyphaseeight.com
- bridebyphaseeight.uk
- collection8belmond.com
- collection-eight.co.uk
- collection-eight.com
- damselinadress.co.uk
- damselinadress.com
- dressdestination.co.uk
- p8competitions.com
- p8personalstyling.com
- phase-8.co.uk
- phase8fashion.co.uk
- phase-8-fashion.co.uk
- phase8fashion.com
- phase-8-fashion.com
- phase8fashion.uk
- phase-8-fashion.uk
- phase-eight.ch
- phaseeight.co
- phase-eight.co
- phase-eight.co.uk
- phase-eight.com
- phase-eight.eu
- phase-eight.fr
- phase-eight.info
- phase-eight.net
- phase-eight.org
- phase-eight.se
- phase-eight-careers.com
- phase-eight-clothing.co.uk
- phaseeightclothing.com
- phase-eight-clothing.com
- phase-eight-clothing.uk
- phaseeightdownton.com
- phaseeightevents.com
- phaseeightfashion.co.uk
- phase-eight-fashion.co.uk
- phaseeightfashion.com
- phase-eight-fashion.com
- phaseeightfashion.uk
- phaseeights.com
- phaseeightyou.com
- studio8.london
- studio8london.com
- studio8-london.com
- studio-eight.co.uk
- studio-eight.com
- studio-eight.net
- yourdressdestination.com

- hobbs.ie
- hobbs.cn
- hobbs.com.cn
- hobbs.eu
- hobbscollection.eu
- hobbsinvitation.eu
- hobbslondon.eu
- hobbsoutlet.eu
- hobbsinvitation.it
- hobbslondon.it
- hobbsnw3.it
- hobbsoutlet.it
- tfg.london
- tfgworkspace.com
- tfg-brands.co.uk
- tfg-brands.com
- tfg-london.co.uk
- tfglondon.com
- tfg-london.com
- red-bat.co.uk
- markham-man.co.uk
- markham-man.com
- mkm-man.co.uk
- mkm-man.com
- at-home-uk.co.uk
- at-home-uk.com
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- grannygoose.co.uk
- indsiestory.com
- insdiestory.com
- inside-story-home.co.uk
- inside-story.com
- inside-story.uk
- insidestory-home.co.uk
- insidestory.co.uk
- insidestory.com
- insidestoryhome.co.uk
- theinsidestoryhome.co.uk

SCHEDULE 5

Forms of Notice of Assignment

Part 1

Form of Notice of Assignment of Insurance Policies

To: [*Insurer*]

[*Insurance broker*]

2024

Dear Sirs,

[IDENTIFY THE RELEVANT INSURANCE POLICY(IES) (THE "POLICIES")]

We refer to a Debenture (the "**Debenture**") dated 2024 made between, inter alios, Barclays Bank PLC (the "**Security Agent**") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter. [In addition, the term "**Existing Debentures**" means the debenture dated 16 January 2015, made between, amongst others, the Security Agent and ourselves and the debenture dated 14 February 2020, made between, amongst others, the Security Agent and ourselves.]

We hereby give you notice that we have charged to the Security Agent for the benefit of itself and certain other banks and financial institutions (the "**Beneficiaries**") all our rights, title and interest from time to time in respect of any sums payable to us pursuant to the Policies (including the benefit of all claims arising and all money payable under them) as security for certain obligations owed by us to the Beneficiaries under the Debenture [, subject to the Security created by us over our rights, title and interest from time to time in respect of any sums payable to us pursuant to the Policies in the Existing Debentures [(as notified to you in a notice dated [***])]. [No rights, title or interest in respect of the Policies or any sums payable under the Policies relating to any other entity covered by the Policies is assigned pursuant to this notice, other than our rights to receive proceeds under the Policies.]²

We further notify you that:

1. you may continue to deal with us in relation to the Policies until you receive written notice to the contrary from the Security Agent stating that a Declared Default has occurred and is continuing (a "**Default Notice**");
2. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

² [Wording to be included where the relevant Policies have been taken out further up the group structure, in respect of entities that are not Chargors under this Debenture.]

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that we have assigned our rights under the Policies to a third party or created any other charge or interest (whether by way of security or otherwise) in the Policies in favour of a third party [(other than in favour of the Security Agent, including a notice dated [***] sent by [***name of Chargor***] pursuant to the Existing Debentures)];
- (c) following receipt of a Default Notice, you will hold to the order of the Security Agent all monies to which we are entitled under the Policies and pay or release all or any part of the monies to which we are entitled under the policies in accordance with the written instructions given to you by the Security Agent from time to time; and
- (d) following receipt of a Default Notice, you will comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Policies, the sums payable thereunder or the debts represented thereby, which you receive from the Security Agent from time to time without reference to or further authority from ourselves and without any enquiry by you as to the justification for or validity of such notice or instruction.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter and all non contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref F3/BP/PA/1001BB.063892) marked to the attention of Bridget Polkinghorne and Cicely Robinson and to Barclays Bank PLC at 1 Churchill Place, Level 10, Canary Wharf, London E14 5HP marked for the attention of Lee Smith ([REDACTED]).

[Intentionally left blank]

Signed

.....

Authorised Signatory
for and on behalf of

[**Chargor(s)**]

[on copy]

ACKNOWLEDGEMENT

To: Hogan Lovells International LLP
Atlantic House
London
EC1A 2FG

Ref: F3/BP/PA/1001BB.063892

To: Barclays Bank PLC
1 Churchill Place
Level 10
Canary Wharf
London
E14 5HP

For the attention of: Lee Smith

We, [*** insurer / insurance broker ***] hereby acknowledge receipt of a notice of assignment from [*** Chargor ***] of which the attached is a copy (the "**Notice of Assignment**") and confirm the matters set out in paragraphs (a) to (d) of the Notice of Assignment.

For and on behalf of

.....

[*** Insurer / Insurance broker ***]

Dated:

Part 2**Form of Notice of Assignment of Mandatory Prepayment Account**

To: [*** Insert name and address of Account Bank ***]

For the attention of: [***]

[***] 2024

Dear Sirs

DEBENTURE DATED [*] 2024 (THE "DEBENTURE") BETWEEN (1) [***] AND CERTAIN OF ITS SUBSIDIARIES (THE "CHARGORS") AND (2) [***] (THE "SECURITY AGENT") AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE)**

1. Terms defined in the Debenture are to have the same meanings as in this letter. [In addition, **"Existing Debentures"** means a debenture dated 16 January 2015 between, amongst others, the Security Agent and ourselves and a debenture dated 14 February 2020, made between, amongst others, the Security Agent and ourselves.]
1. This letter constitutes notice to you that, under the Debenture, [subject to the Security created by us pursuant to the Existing Debenture (as notified to you in a notice dated [***]),] we have:
 - (a) charged the account set out below (the **"Account"**) to the Security Agent by way of fixed charge and charged all our interests and rights (if any) in or to any money at any time standing to the credit of such account to the Security Agent by way of fixed charge; and
 - (b) assigned to the Security Agent our rights to require you to repay to us any deposit(s) standing now or hereafter to the credit of the Account and to pay interest on such deposit(s) back to us.

Account	Sort Code	Account Number	Currency	Bank Name
Mandatory Prepayment Account	[***]	[***]	Sterling	[***]

2. We hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary):
 - (a) to disclose to the Security Agent, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Account and the amount from time to time standing to its credit as the Security Agent may, at any time and from time to time, request you to disclose to it;
 - (b) at any time and from time to time upon receipt by you of instructions in writing from the Security Agent, to pay or release to the Security Agent all or any of the money

standing to the credit of the Account and generally to act in accordance with such instructions in relation to the Account, without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions or their validity;

- (c) at any time and from time to time upon receipt by you of instructions in writing from the Security Agent, to comply with the terms of those written instructions in any way relating or purporting to relate to the Account without any reference to or further authority from us and without any enquiry by you as to the justification for such notice, statement or instructions or its or their validity;
 - (d) not to act upon our instructions with regard to the Account unless the Security Agent confirms those instructions to you in writing; and
 - (e) to hold all sums from time to time standing to the credit of the Account to the order of the Security Agent.
- 3. We are not permitted to withdraw any amount from the Account without the prior written consent of the Security Agent.
 - 4. The instructions and authorisations which are contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.
 - 5. This letter and all non-contractual obligations arising in any way out of or in connection with this letter shall be governed by and construed and take effect in accordance with English law.
 - 6. Please will you acknowledge receipt of this letter and confirm your acceptance of the instructions and authorisations contained in it by sending a letter addressed to us and to the Security Agent in the form attached to this letter.

Yours faithfully

.....
For and on behalf of
[**]

[ON COPY]

ON THE HEADED NOTEPAPER OF THE ACCOUNT BANK

ACKNOWLEDGEMENT

To: [***]

For the attention of: [***]

Cc: Hogan Lovells International LLP
Atlantic House
London EC1A 2FG
Ref: F3/BP/PA/1001BB/063892

Dear Sirs

Mandatory Prepayment Account (the "Account")

We hereby acknowledge receipt of a letter (a copy of which is attached) dated [***] 2024 (the "**Notice**") addressed to us by [***] (the "**Chargor**"). We confirm that we hold the Account.

We hereby agree with the Security Agent for itself and on behalf of the Beneficiaries that we:

1. accept the instructions contained in the Notice and undertake to act in accordance and comply with the Notice;
2. have not as at the date of this letter received notice of the interest of any third party in the Account [other than in favour of the Security Agent, including a notice dated [***] sent by [***name of Chargor***] pursuant to the Existing Debentures];
3. have not on or before this date claimed or exercised nor will claim or exercise without your prior written consent any security interest, set-off, counterclaim or other rights in respect of the Account or funds in them or debts represented by them;
4. shall not accept from the Chargor any further instructions received by us in respect of the Account without having received your written confirmation of such instructions;
5. shall pay all moneys received by us for the account of the Account to (and only to) the credit of the Account in the name of the Chargor unless you otherwise agree in writing; and
6. shall not permit any amount to be withdrawn from the Accounts without your prior written consent.

The expressions defined or incorporated by reference in the Notice shall, unless the context otherwise require, have the same meanings in this letter.

This letter and all non-contractual obligations arising in any way out of or in connection with this letter shall be governed by and construed and take effect in accordance with English law.

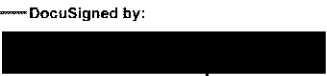
Yours faithfully

.....
For and on behalf of
[** Account Bank **]

EXECUTION PAGE

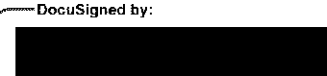
THE CHARGORS

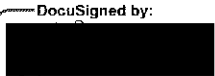
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directors)

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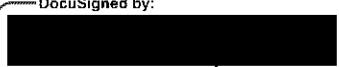
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Executed as a Deed by **Dress Holdco 4**)
Limited acting by two directors)
)

Director  DocuSigned by:
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Director  DocuSigned by:
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Executed as a Deed by **Dress Holdco C**)
Limited acting by two directors)
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Director 
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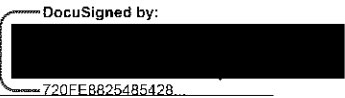
Director 
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Executed as a Deed by **Poppy Holdco**)
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Director 
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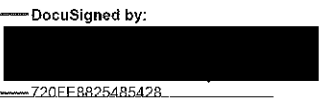
Director 
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Executed as a Deed by **Cameron Topco**)
Limited acting by two directors)
)

Director  DocuSigned by:
720FE8825485428...

Director  DocuSigned by:
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Executed as a Deed by **Phase Eight**)
(Fashion & Designs) Limited acting by)
two directors)

Director  DocuSigned by:
720FE8825485428...

Director  DocuSigned by:
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Executed as a Deed by **Phase Eight**)
(Germany) Limited acting by two)
directors)

Director DocuSigned by:
[Redacted Signature]
720FE8825485428...

Director DocuSigned by:
[Redacted Signature]
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Executed as a Deed by **Phase Eight**)
(UAE) Limited acting by two directors)
)

Director DocuSigned by:
[Redacted Signature]
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[Redacted Signature]
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Executed as a Deed by **Phase Eight (SE Asia) LTD** acting by two directors)
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)

Director

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Director

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Executed as a Deed by **Whistles Limited** acting by two directors)
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Director

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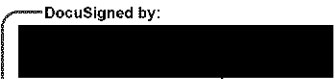
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Director

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Executed as a Deed by **Whistles**)
Holdings Limited acting by two)
directors)

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Director 
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Executed as a Deed by **Whistles**)
Acquisitions Limited acting by two)
directors)

Director 
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Director 
C4FDCD76148946B...

Executed as a Deed by **Hobbs Fashion**)
Holdings Limited acting by two)
directors)

Director 
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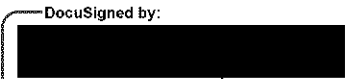
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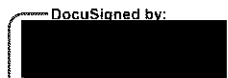
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acting by two directors)
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Director 
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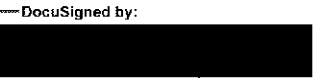
Director 
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Executed as a Deed by **Hobbs Holdings**)
No.2 Limited acting by two directors)
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Director 
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Director 
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Executed as a Deed by **Hobbs Holdings**)
No.4 Limited acting by two directors)
)

Director 
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Director 
C4FD76148946B...

Executed as a Deed by **Inhoco 2756**)
Limited acting by two directors)
)


Director 
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Director 
C4EDCD76146946B...

THE SECURITY AGENT

Signed by
for and on behalf of
Barclays Bank PLC

)
)
)

DocuSigned by:

CD675281339E4F0...

Authorised Signatory

Address details: Barclays Bank PLC
 1 Churchill Place
 Level 10
 Canary Wharf
 London
 E14 5HP

Fax: 

Attention: Lee Smith