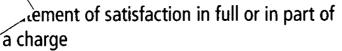
# **1R04**





You can use the WebFiling service to file this form online Please go to www companieshouse gov uk

✓ What this form is for You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company What this form is NOT for You may not use this form to register a statement of satisf in full or in part of a mortgag charge against an LLP Use for LL MR04



A4ELDVVIII A15 05/12/2015 COMPANIES HOUSE

#37

1	Compa	ny det	tails											
Company number	0 1 9 0 9 6 2 2									→ Filling in this form Please complete in typescript or in				
Company name in full	HAT TE	RICK P	bold black capitals											
												All fields are mandatory unless specified or indicated by *		
2	Charge creation													
	When was the charge created?  → Before 06/04/2013 Complete Part A and Part C  → On or after 06/04/2013 Complete Part B and Part C													
Part A	Charg	ges (	crea	tec	l be	for	e 00	5/04	/201	3				
A1	Charge creation date													
	Please g	jive the	date of	creat	ion of	the cl	narge							
Charge creation date	3 0	- [	<u>ግ</u> [ግ	_	2	ď	ď	9						
A2	Charge number													
	Please give the charge number This can be found on the certificate													
Charge number*	2 2													
A3	Descrip	tion o	f inst	rum	ent (	if an	y)							
	Please give a description of the instrument (if any) by which the charge is created or evidenced							Continuation page Please use a continuation page if you need to enter more details						
Instrument description	Charge and Deed of Assignment (the "Charge") between the Chargor and the British Broadcasting Corporation (the "Chargee") in respect of the television programme entitled "Have I Got News For You 2010 - 2012 Series" (the "Programme")													

MR04 Statement of satisfaction in full or in part of a charge

Short particulars	1 FIXED C The Charge Chargee (s specified in	·	Short particulars of the property or undertaking charged  Please give the short particulars of the property or undertaking charged											
	1 FIXED CHARGE The Chargor, with full title guarantee has charged in favour of the Chargee (subject only to the Chargee's obligation to release specified in sub-clause 28 1 of the Charge) by way of first fixed charge the Fixed Charge Property as a continuing security for the performance and discharge of the Secured Obligations 2 FLOATING CHARGE 2 1 The Chargor, with full title guarantee has charged in favour of the Chargee by way of first floating charge the Floating Charge Property as a continuing security for the performance and discharge of the Secured Obligations 2 2 The Chargee may, to the extent permitted by law, at any time by notice in writing to the Chargor, convert the floating charge into a fixed charge as regards any of the Floating Charge Property and the Chargor shall promptly execute a fixed charge or legal assignment over such assets in such form as the Chargee may require Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge, which floating charge is accordingly a qualifying floating charge for such purposes								Please use a continuation page if you need to enter more details					
	Charges		ed o	n or	afte	er O	6/0	4/2013						
B1	Charge code  Please give the charge code This can be found on the certificate							<b>⊕</b> Charge code						
Charge code •					-				This is the unique reference code allocated by the registrar					

MR04 Statement of satisfaction in full or in part of a charge

Part C	To be completed for all charges									
C1	Satisfaction									
	I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box  In full In part									
C2	Details of the person delivering this statement and their interest in the charge									
	Please give the name of the person delivering this statement									
Name	PAUL COHEN									
	Please give the address of the person delivering this statement									
Building name/number	33									
Street	OVAL ROAD									
Post town	CAMDEN									
County/Region	LONDON									
Postcode	N W 1 7 E A									
	Please give the person's interest in the charge (e.g. chargor/chargee etc)									
Person's interest in the charge	CHARGOR									
C3	Signature									
	Please sign the form here									
Signature	Signature X									

# MR04

Statement of satisfaction in full or in part of a charge

Presenter information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record
Contact name SARAH BROWN
Company name HAT TRICK PRODUCTIONS LTD
Address 33 OVAL ROAD
CAMDEN
Post town LONDON
County/Region
Postcode N W 1 7 E A
Country
DX
Telephone
✓ Checklist
We may return forms completed incorrectly or with information missing
Please make sure you have remembered the following  The company name and number match the information held on the public Register
Part A Charges created before 06/04/2013  ☐ You have given the charge date ☐ You have given the charge number (if appropriate) ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
☐ Part B Charges created on or after 06/04/2013 You have given the charge code
<ul> <li>Part C To be completed for all charges</li> <li>You have ticked the appropriate box in Section C1</li> <li>You have given the details of the person delivering</li> </ul>

# Important information

Please note that all information on this form will appear on the public record

# Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

# **Further information**

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

this statement in Section C2 You have signed the form

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Statement of satisfaction in full or in part of a charge

# Α4

# Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

### Short particulars

#### **3 ASSIGNMENT**

The Chargor with full title guarantee has assigned the Assigned Property absolutely to the Chargee as a continuing security for fully and timely performance of the Secured Obligations (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988)

#### **4 NEGATIVE PLEDGE**

The Chargor shall not, without the prior written consent of the Chargee, create, agree to create or allow to subsist any Prohibited Security Interest on or over the Collateral or any part of it DEFINITIONS

"Programme" means the 2010 season of the television programme entitled "Have I Got News For You" comprising one Spring series of 9 episodes each with a running time of 30 minutes and 40 minutes extended episodes (including a Christmas Special episode and a compilation episode) (Series 40)

"the Relevant Agreements" means the Programme Production Agreement, the CDA, the Co-Production Agreement, the Ingenious Security Agreements, the Co-Producer Security Agreement, the Interparty Agreement, the Charge and any other agreement relating to the Series.

"Series" means the 2010 – 2012 seasons of the television programme entitled "Have I Got News For You", each season comprising one Spring series of 9 episodes each with a running times of 30 minutes and 40 minutes extended episodes and one Autumn series of 11 episodes each with a running time of 30 minutes and 40 minutes extended episodes (including a Christmas Special episode and a compilation episode) (being series 39-44) including the Programme,

"the Assigned Property" means all of the Chargor's right, title and interest in and to the following throughout the world for the full period of copyright and thereafter for such additional time as may be possible and lawful

- a) All rights of every kind and nature in and to the Literary Property including all underlying rights,
- b) All rights of every kind and nature in and to any and all music and musical compositions created for, or from time to time used in, the Series, including all rights to perform, copy, record, rerecord, produce, publish, reproduce or synchronise all of such music or musical compositions and all record, soundtrack recording and music publishing rights,
- c) All rights including all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained upon the Series or the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation), to sue in the name of Chargor and/or the name of Chargee for past, present and future infringements of copyright,

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

# Α4

# Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

### Short particulars

- d) The Distribution Rights,
- e) To the extent not included in the Distribution Rights, all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from or related to the Series or the Literary Property or any part thereof, including all production, exploitation, reissue, remake, sequel, serial and series production rights by use of film, tape or any other recording devices now known or hereafter devised, all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, commercial tie-ups and merchandising rights of every kind and nature, all rights of every kind and nature related to the title or titles of the Series, the characters appearing in the Series or the Literary Property and/or the names or characteristics of such characters,
- f) The title of the Series and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity,
- g) All inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Series, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Charger or in the name of the Chargee for past, present or future infringement of trademark or patent in relation to the Series,
- h) The benefit of those of the Relevant Agreements to which the Chargor is a party and any other contracts or agreements entered into or made by the Chargor relating (whether directly or indirectly) to the Series, including the Distribution Agreements and all rights granted and all amounts payable thereunder and the benefit of all undertakings, covenants, representations and warranties made therein and all,
- i) all right to receive payment under, or in connection with, all contracts and policies of insurance or indemnity relating to any of the Collateral taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest, all claims of whatsoever nature relating thereof and all returns of premiums in respect of such contracts or policies,
- j) All other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in connection with the Series, and
- k) The products and proceeds of any or all of the foregoing "the Collateral" means the Assigned Property, the Fixed Charge Property and the Floating Charge Property
- "The Fixed Charge Property" means all the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following throughout the world

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Α4

# Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- a) All physical properties of every kind or nature of or relating to the Programme and all versions thereof, including all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Programme, and all versions thereof or any part thereof, b) All physical elements of the Senes, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cut-outs and trims excepted), and all sound properties, video formats (including PAL/NTSC), and other physical properties in connection with the Series and the trailer of the Series, in relation solely to the Senes all exposed film, developed film, positives, negatives, prints, answer prints, special effects, preprint materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of preprint elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised), soundtracks, recordings, audio and video tapes and discs of all types and gauges, cut-outs, trims, non-analogue recordings and tapes, including any video digital recordings and HDTV format recordings of the Senes, and any and all other physical properties of every kind and nature relating to the Series in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each of the aforesaid,
- c) All machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used exclusively for production of the Series (including, without limitation, all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like kind or type hereafter acquired by Chargor in substitution or replacement thereof, and all additions and accessions thereto wherever any of the foregoing is located,
- d) Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Series and any element thereof and the equipment containing such books and records,
- e) All monies due and owing to the Chargor in connection with the Series.
- f) The Production Accounts relating to the Series, any accounts in the name of the Chargor relating to the Series and all sums from time to time standing to the credit of such account of the Chargor,
- g) All other properties and things of value in respect of the Series to the extent the same do not form part of the Assigned Property, and
- h) The proceeds and products of any and/or all of the foregoing

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Statement of satisfaction in full or in part of a charge

4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
ort particulars	"The Floating Charge Property" means (a) The Fixed Charge Property to the extent (if at all) that the fixed charge over the Fixed Charge Property or any part thereof is for any reason ineffective as a fixed charge, and (b) The Assigned Property to the extend (if at all) that the assignment of such Assigned Property or part thereof is for any reason ineffective as an assignment	
	"Prohibited Security Interest" means any assignment, charge, mortgage, pledge, right of set off or trust arrangement or other arrangement having the economic effect of creating a security interest other than the Security Interests, any liens arising by operation of law and any liens arising in the ordinary course of trade	