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MG01

Particulars of a mortgage or charge

TUESDAY



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02/11/2010

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COMPANIES HOUSE

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1

Company details

Company number

0 2 0 8 7 6 7 1

Company name in full

Wall to Wall Television Limited (the "**Company**")

For official use



Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

27 10 2010

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security accession deed, dated 27 October 2010 (the "**Security Accession Deed**") between, amongst others, the Company and Deutsche Trustee Company Limited (the "**Security Trustee**") to a guarantee and debenture (the "**Guarantee and Debenture**") dated 27 August 2010 between WB Bidco plc and the Security Trustee

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Company has covenanted with the Security Trustee and the other Creditors that it will on demand pay and discharge all Secured Obligations when due.

Unless defined above, terms defined in this form MG01 shall have the meaning given to them in the continuation sheets attached hereto

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Deutsche Trustee Company Limited

Address Winchester House

1 Great Winchester Street, London

Postcode E C 2 N 2 D B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars See attached continuation sheets.

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Herbert Smith LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Richard Hughes (30911920/9114)

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

London

Post town

County/Region

Postcode E C 2 A 2 H S

Country

DX

Telephone 020 7374 8000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. ACCESSION OF THE COMPANY TO THE GUARANTEE AND DEBENTURE</p> <p>Pursuant to the Security Accession Deed, the Company agreed to be a Chargor for the purposes of the Guarantee and Debenture with immediate effect and agreed to be bound by all of the terms of the Guarantee and Debenture (including, without limitation, clause 2.2 (<i>Guarantee and indemnity</i>) of the Guarantee and Debenture) as if it had originally been a party to it as a Chargor</p> <p>2. CREATION OF SECURITY</p> <p>Pursuant to the Security Accession Deed, the Company mortgaged, charged and assigned to the Security Trustee all its business, undertaking and assets on the terms of clause 3 (<i>Creation of Security</i>) of the Guarantee and Debenture (produced below as paragraph 3 (<i>Charge pursuant to clause 3 (Creation of Security) of the Guarantee and Debenture</i>) of this form MG01) provided that</p> <p>2.1.1 the Land charged by way of legal mortgage shall be the Land referred to in schedule 1 (<i>Land</i>) to the Security Accession Deed, as set out in schedule 1 to this form MG01,</p> <p>2.1.2 the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in schedule 2 (<i>Shares</i>) to the Security Accession Deed, as set out in schedule 2 to this form MG01,</p> <p>2.1.3 the Accounts charged by way of fixed charge shall include those set out in schedule 3 (<i>Accounts</i>) to the Security Accession Deed, as set out in schedule 3 to this form MG01,</p> <p>2.1.4 the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in schedule 4 (<i>Assigned Agreements</i>) to the Security Accession Deed, as set out in schedule 4 to this form MG01,</p> <p>2.1.5 the Insurance Policies assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurance Policies set out in schedule 5 (<i>Insurance Policies</i>) to the Security Accession Deed, as set out in schedule 5 to this form MG01, and</p> <p>2.1.6 the Intellectual Property Rights charged by way of fixed charge shall include those set out in schedule 6 (<i>Intellectual Property Rights</i>) to the Security Accession Deed, as set out in schedule 6 to this form MG01</p> <p>3. CHARGE PURSUANT TO CLAUSE 3 (CREATION OF SECURITY) OF THE GUARANTEE AND DEBENTURE</p> <p>3.1 Land</p> <p>The Company charged</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 1 1 by way of legal mortgage its interest in the Land referred to opposite its name in schedule 1 (*Land*) to the Security Accession Deed, as set out in schedule 1 to this form MG01, and

3 1 2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

3 2 Plant and Machinery

The Company charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under clause 3 1 (*Land*) of the Guarantee and Debenture

3 3 Shares

The Company mortgaged or (if or to the extent that the Guarantee and Debenture does not take effect as a mortgage) charged by way of fixed charge all Shares and all related Distribution Rights

3 4 Investments

The Company mortgaged or (if and to the extent that the Guarantee and Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments and all related Distribution Rights, including those held for it by any nominee

3 5 Book Debts

The Company charged by way of fixed charge

3 5 1 all Book Debts, and

3 5 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts

3 6 Non Trading Debts

The Company charged by way of fixed charge

3 6 1 all Non Trading Debts, and

3 6 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts

3 7 Accounts

The Company charged by way of fixed charge all amounts standing to the credit of

3 7 1 each Current Account, and

3 7 2 each other bank account in its name or to which it is beneficially entitled or in which it has an interest

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
3 8		Intellectual Property Rights
		The Company charged by way of fixed charge all its right, title and interest in all Registered Intellectual Property and all other Intellectual Property Rights, including without limitation all fees, royalties and all other rights deriving from such Intellectual Property Rights
3 9		Goodwill
		The Company charged by way of fixed charge its goodwill
3 10		Uncalled capital
		The Company charged by way of fixed charge its uncalled capital
3 11		Authorisations
		The Company charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset which are capable of being charged
3 12		Assigned Agreements
		The Company
3 12 1		assigned absolutely all its rights and interests under each Assigned Agreement to which it is party to the extent that it is not restricted or prohibited from doing so under the terms of such Assigned Agreement, and each Group Company consented to such assignment of rights under each Assigned Agreement to which it is a party, and
3 12 2		charged by way of fixed charge all its rights under each Assigned Agreement to which it is a party, other than the Assigned Agreements to the extent they are effectively assigned by clause 3 12 1 (<i>Assigned Agreements</i>) of the Guarantee and Debenture and to the extent that it is not restricted or prohibited from doing so under the terms of that Assigned Agreement and each Group Company consented to such assignment of rights under each Assigned Agreement to which it is a party.
3 13		Insurance Policies
		The Company assigned absolutely all its rights and interests in each Insurance Policy
3 14		Floating Charge over other assets
3 14 1		The Company charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under clause 3 (<i>Creation of Security</i>) of the Guarantee and Debenture
3 14 2		Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Guarantee and Debenture, and

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>3 14 3 Without prejudice to clause 3 14 2 above, the Security Trustee reserves any right it may have to appoint an administrative receiver in accordance with applicable law</p> <p>3 15 Trust</p> <p>3 15 1 If or to the extent that for any reason the assignment or charging of any asset under clauses 3 1 (<i>Land</i>) and 3 12 (<i>Assigned Agreement</i>) of the Guarantee and Debenture is prohibited or restricted, the Company shall hold that asset on trust for the Security Trustee and such asset shall constitute a Security Asset and the Company shall promptly and diligently use its best endeavours in order to remove that prohibition or restriction (whether by seeking all required consents and waivers, satisfying any conditions or otherwise),</p> <p>3 15.2 Upon such prohibition or restriction being removed such assets shall be mortgaged, charged or assigned (as appropriate) under the relevant paragraph in clause 3 of the Guarantee and Debenture and the trust in respect of that Security Asset referred to in clause 3 15 (<i>Trust</i>) of the Guarantee and Debenture shall terminate in respect of that asset, and</p> <p>3 15 3 If required by the Security Trustee at any time following the removal of such prohibition or restriction, and without prejudice to clause 4 (<i>Further action</i>) of the Guarantee and Debenture, the Company will execute a document granting and/or perfecting Security over that Security Asset in such form as the Security Trustee may require</p> <p>4. NATURE OF SECURITY CREATED</p> <p>Pursuant to clause 4 (<i>Nature of Security Created</i>) of the Guarantee and Debenture, the Security created under the Guarantee and Debenture is created</p> <p>4 1 1 as a continuing security to secure the payment and discharge of the Secured Obligations,</p> <p>4 1 2 (except in the case of assets which are the subject of a legal mortgage under the Guarantee and Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>4 1 3 in favour of the Security Trustee as trustee for the Creditors, and</p> <p>4 1 4 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company does not know and could not reasonably be expected to know about them)</p> <p>5. PERMITTED DISPOSALS</p> <p>Under clause 7 1 (<i>Disposals</i>) of the Guarantee and Debenture, other than pursuant to a</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 369 1042 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="413 472 1500 638">Permitted Disposal, the Company agreed that it shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them) nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal</p> <p data-bbox="320 678 702 707">6. NEGATIVE PLEDGE</p> <p data-bbox="413 739 1500 835">Pursuant to clause 7 2 (<i>Negative pledge</i>) of the Guarantee and Debenture, other than Permitted Security, the Company shall not create or permit to subsist any Security over any Security Asset</p> <p data-bbox="320 875 686 904">7. FURTHER ACTION</p> <p data-bbox="413 936 1453 1032">Pursuant to clause 24 2 (<i>Further action</i>) of the Guarantee and Debenture, the Company shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee may require in order to</p> <p data-bbox="413 1064 1513 1563"> 7 1 give effect to the requirements of the Guarantee and Debenture, 7 2 protect, preserve and perfect the Security intended to be created by or pursuant to the Guarantee and Debenture, 7 3 protect and preserve the ranking of the Security intended to be created by or pursuant to the Guarantee and Debenture with any other Security over any assets of the Company, or 7 4 facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any Administrator in connection with all or any of the Security Assets, and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Security Trustee of the Book Debts in any manner required by the Security Trustee </p> <p data-bbox="320 1603 616 1632">8. DEFINITIONS</p> <p data-bbox="413 1664 1479 1727">"Accounts" means the accounts as set out in Schedule 3 of the Security Accession Deed (as set out in this form MG01)</p> <p data-bbox="413 1758 1469 1888">"Acquisition Loan Note Agent" means, at any time when there is more than one Acquisition Loan Noteholder, a person that has been appointed by the Acquisition Loan Noteholders to act, and is so acting, on their behalf in relation to the Acquisition Loan Notes and the Intercreditor Agreement (whether as agent, trustee or otherwise)</p> <p data-bbox="413 1919 1085 1948">"Acquisition Loan Note Creditor" means, at any time</p> <p data-bbox="413 1980 1436 2042">(A) when there is only one Acquisition Loan Noteholder, that Acquisition Loan Noteholder, and</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(B) when there is more than one Acquisition Loan Noteholder, the Acquisition Loan Note Agent,

in each case, provided that the relevant Acquisition Loan Noteholder or Acquisition Loan Note Agent has acceded to the Intercreditor Agreement as the "Acquisition Loan Note Creditor" in accordance with Clause 14.4 (*Creditor Accession Undertaking*) of the Intercreditor Agreement

"Acquisition Loan Note Documents" means the Acquisition Loan Note Instrument and each document entered into pursuant thereto or in connection therewith

"Acquisition Loan Noteholder" means any holder of the Acquisition Loan Notes from time to time

"Acquisition Loan Note Instrument" means the instrument pursuant to which the Acquisition Loan Notes are issued

"Acquisition Loan Notes" means the secured loan notes issued from time to time to the Senior Lender or any of its Affiliates in accordance with the provisions of the Investment Agreement

"Act" means the Law of Property Act 1925

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Articles" means the articles of association of the Company, in their form as at the date of the Intercreditor Agreement

"Assigned Agreements" means the Intra-Group Loan Agreements, the agreements as set out in schedule 4 of the Security Accession Deed (as set out in schedule 4 of this form MG01) and any other agreement which is designated as such by the Security Trustee and the Company

"Authorisation" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration

"Book Debts" means, in relation to the Company, all its book debts arising in the ordinary course of trading

"Chargor" means the Original Chargor and each company which grants security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with clause 29 (*Additional Chargors*) of the Guarantee and Debenture

"Community Trade Mark" means, in respect of the Company, each European Community registered trade mark which it has a legal or beneficial interest in or in respect of which it is the registered proprietor including those set out against its name in schedule 6

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(<i>Intellectual Property</i>) to the Security Accession Deed (as set out in schedule 6 of this form MG01)</p> <p>"Community Trade Mark Application" means, in respect of the Company, each application being made by it for the European Community registered trade mark, including those set out against its name in schedule 6 (<i>Intellectual Property</i>) to the Security Accession Deed (as set out in schedule 6 of this form MG01)</p> <p>"Creditors" means the Prior Ranking Creditors and the Subordinated Creditors</p> <p>"Current Account" means each account of the Company set out in Schedule 3 (<i>Accounts</i>) to the Security Accession Deed, as set out in Schedule 3 to this form MG01, and each other account designated as such by the Security Trustee and the Company</p> <p>"Debt Document" means each of the Intercreditor Agreement, the Senior Finance Documents, the Acquisition Loan Note Documents, the Loan Note Documents, the Security Documents, and any other document designated as such by the Security Trustee and the Company (but for the avoidance of doubt not the Articles)</p> <p>"Debtor" means the Company and any person which becomes a Party as a Debtor in accordance with the terms of clause 14 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Delegate" means any delegate, agent, attorney or co trustee appointed by the Security Trustee</p> <p>"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them</p> <p>"Group" means the Company and its Subsidiaries from time to time</p> <p>"Group Company" means a member of the Group</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Insurance Policy" means each contract or policy of insurance to which the Company is a party or in which it has an interest, as set out in schedule 5 to the Security Accession Deed (as set out in schedule 5 of this form MG01), other than any policy which is taken out in respect of third party liabilities</p> <p>"Intellectual Property Rights" means</p> <p>(A) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(B) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and

(C) any other right to use, or application to register or protect, any of the items listed in paragraphs (A) or (B) above,

which may now or in the future subsist in any jurisdiction and whether registered or not

"Intercreditor Agreement" means an intercreditor agreement dated on or about the date of the Guarantee and Debenture and made between, inter alios, the Company and the Security Trustee

"Intra-Group Loan Agreement" means an agreement under which a Group Company has or will make available a credit facility or a loan available to another Group Company

"Investment Agreement" means the investment agreement dated on or about the date of the Senior Loan Agreement and made between, inter alios, the Senior Lender, the Company and the Founders and the Managers (as each is defined therein)

"Investments" means any interest which the Company may have in all or any stocks, shares (other than the Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)

"Land" has the same meaning as it has in section 205(1) of the Act

"Loan Note Documents" means each "Finance Document" as that term is defined in the Loan Note Instrument

"Loan Noteholder" means the holder of any Loan Notes from time to time

"Loan Note Instrument" means the trust deed between the Loan Note Trustee as trustee and the Company as issuer, relating to and constituting the Loan Notes

"Loan Notes" means the 10% secured loan notes due 2018 issued by the Company to the shareholders of Target as a part of the consideration payable in respect of the acquisition by the Company of the entire issued and to be issued share capital of the Target

"Loan Note Trustee" means Deutsche Trustee Company Limited as trustee on behalf of the Loan Noteholders in relation to the Loan Notes and the Intercreditor Agreement

"Non Trading Debts" means all debts and monies due or payable to the Company except for Book Debts

"Party" means a party to the Intercreditor Agreement

"Patent" means, in respect of the Company, each United Kingdom patent which it has a legal or beneficial interest in or in respect of which it is the registered proprietor, including those set out against its name in schedule 6 (*Intellectual Property*) to the Security

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
Short particulars	<p style="margin: 0;">Please give the short particulars of the property mortgaged or charged</p> <p>Accession Deed (as set out in schedule 6 of this form MG01)</p> <p>"Patent Application" means, in respect of the Company, each application being made by it for the United Kingdom registration of a patent, including those set out against its name in schedule 6 (<i>Intellectual Property</i>) to the Security Accession Deed (as set out in schedule 6 of this form MG01)</p> <p>"Permitted Disposal" means any sale, lease, licence, transfer, loan or other disposal</p> <ul style="list-style-type: none"> (A) of trading stock or cash made by any member of the Group in the ordinary course of the day-to-day trading activities of the disposing entity, (B) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if <ul style="list-style-type: none"> (1) the Disposing Company is a Security Provider, the Acquiring Company must also be a Security Provider, (2) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and (3) the Disposing Company is a Security Provider, the Acquiring Company must be a Security Provider guaranteeing at all times an amount no less than that guaranteed by the Disposing Company, (C) of assets in exchange for other assets comparable or superior as to type, value and quality, (D) of obsolete or redundant vehicles, plant and equipment for cash, (E) of cash equivalent investments for cash or in exchange for other cash equivalent investments, (F) constituted by a licence of Intellectual Property Rights or the exploitation of Intellectual Property Rights in the ordinary course of trading, (G) arising as a result of any Permitted Security, (H) made pursuant to the issue of the Acquisition Notes or the Loan Notes; (I) of cash which is not otherwise prohibited by a Debt Document, and where such disposal is permitted under the provisions of the Investment Agreement, (J) of assets (other than shares, businesses, real property or Intellectual Property Rights) for cash where the higher of the market value and the net consideration receivable in respect of that asset (when aggregated with the higher of the market value and the net consideration receivable in relation to any other disposal, sale, lease, transfer or licence not permitted under the preceding paragraphs) does not exceed £100,000 (or its equivalent) in aggregate <p>"Permitted Security" means</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (A) any Security arising pursuant to the Security Documents,
- (B) any lien arising by operation of law and in the ordinary course of its business,
- (C) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Group,
- (D) any Security arising as a consequence of any finance or capital lease entered into by a member of the Group in accordance with the terms of the Investment Agreement and the constitutional documents of each relevant member of the Group,
- (E) any Security over or affecting any asset acquired by a member of the Group after the date the Guarantee and Debenture if
 - (1) the Security was not created in contemplation of the acquisition of that asset by a member of the Group,
 - (2) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
 - (3) the Security is removed or discharged within six months of the date of acquisition of such asset,
- (F) any Security over or affecting any asset of any company which becomes a member of the Group after the date of the Guarantee and Debenture, where the Security is created before the date on which that company becomes a member of the Group, if
 - (1) the Security was not created in contemplation of the acquisition of that company,
 - (2) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and
 - (3) the Security is removed or discharged within six months of that company becoming a member of the Group,
- (G) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of its business on the standard terms of the supplier of such goods,
- (H) any Security disclosed to the Security Trustee in writing before the date of the Guarantee and Debenture, and
- (I) any Security with the prior consent of the Security Trustee

"Plant and Machinery" means, in relation to the Company, all its fixed and moveable

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 371 1043 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="416 477 1501 539">plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p data-bbox="416 568 1442 631">"Prior Ranking Creditors" means the Senior Lender and the Acquisition Loan Note Creditor and the Security Trustee</p> <p data-bbox="416 660 1501 790">"Receiver" means a receiver appointed pursuant to the Guarantee and Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver</p> <p data-bbox="416 819 940 853">"Registered Intellectual Property" means</p> <ul data-bbox="416 882 1485 1308" style="list-style-type: none"> (A) all Trade Marks, (B) all Community Trade Marks, (C) all Patents, (D) all Registered IP Applications, (E) any goodwill of the Company's business to which any Community Trade Mark, Trade Mark, Patent or Registered IP Application relates, and (F) any other right which may arise from, relate to, or be associated with any Trade Mark, Community Trade Mark, Patent or Registered IP Application or, in either case, its use in the Company's business <p data-bbox="416 1337 1458 1400">"Registered IP Application" means each Trade Mark Application, Community Trade Mark Application and Patent Application</p> <p data-bbox="416 1429 1525 1559">"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them</p> <p data-bbox="416 1588 1506 1787">"Secured Obligations" means all monies, payable by and all obligations and liabilities of, the Debtors to the Creditors under or pursuant to the Debt Documents, whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to a Creditor or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency</p> <p data-bbox="416 1816 1517 1946">"Secured Parties" means the Security Trustee, any Receiver or Delegate and the Creditors from time to time but, in the case of each Creditor, only if it is a party to the Intercreditor Agreement or has acceded to Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 14.4 (<i>Creditor Accession Undertaking</i>) of the Intercreditor Agreement</p> <p data-bbox="416 1975 1490 2038">"Security" means any mortgage, standard security, pledge, lien, charge, security assignment, hypothecation, security interest, trust or agreement or any other agreement or</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

arrangement having a commercial effect analogous to the conferring of security

"Security Provider" means WB Bidco plc and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with clause 29 (Additional Companies) of the Guarantee and Debenture

"Security Assets" means, in relation to the Company, all of its assets and rights which are the subject of any Security created or intended to be created by the Guarantee and Debenture

"Security Documents" means

- (A) the Guarantee and Debenture, each Security Accession Deed and each US Security Document,
- (A) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (B) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (A) and (B) above

"Senior Finance Documents" means the "Finance Documents" as that term is defined in the Senior Loan Agreement

"Senior Lender" means Warner Bros Consumer Products (UK) Limited.

"Senior Loan Agreement" means the senior term and working capital loan agreement dated 5 August 2010 and made between the Company and the Senior Lender

"Shares" means all shares held by the Company in its Subsidiaries from time to time, including (without limitation) those shares listed in Schedule 2 (*Shares*) to the Guarantee and Debenture, as set out in Schedule 2 to this form MG01

"Subordinated Creditors" means the Loan Note Trustee and the Acquisition Loan Note Creditor

"Subsidiary" means in relation to any company, corporation or other legal entity, (a "holding company"), a company, corporation or other legal entity which is controlled, directly or indirectly, by the holding company, more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or which is a subsidiary of another Subsidiary of the holding company, and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Target" means Shed Media plc (a company registered in England and Wales with registration number 03617464) whose registered office is at 2 Holford Yard, London WC1X 9HD

"Trade Mark" means, in respect of the Company, each United Kingdom registered trade

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

mark which it has a legal or beneficial interest in or in respect of which it is the registered proprietor including those set out against its name in schedule 6 (*Intellectual Property*) to the Security Accession Deed (as set out in schedule 6 of this form MG01)

"Trade Mark Application" means, in respect of the Company, each application being made by it for the United Kingdom registration of a trade mark, including those set out against its name in schedule 6 (*Intellectual Property*) to the Security Accession Deed (as set out in schedule 6 of this form MG01)

"US Security Documents" has the meaning given to that term in the Senior Loan Agreement

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Please give the short particulars of the property mortgaged or charged
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Short particulars

SCHEDULE 2

Shares

Chargor	Name of Subsidiary	Number and class of shares
Shed Media Limited	Ricochet Limited	200 ordinary shares of £1
Shed Media Limited	Twenty Twenty Productions Limited	12760 ordinary shares of £0.01
Shed Media Limited	Wall To Wall (Holdings) Limited	10000 ordinary shares of £0.10
Shed Media Limited	Outright Distribution Limited	300,000 ordinary shares of £1
Shed Media Limited	Shed Media US, Inc	100 shares of common stock at \$ 0.01 per share
Shed Media Limited	Shed Productions Limited	1 ordinary share of £1
Shed Media Limited	Shed Productions (BG) Limited	1 ordinary share of £1
Shed Media Limited	Shed Productions (WR) Limited	100 ordinary shares of £1
Shed Media Limited	Shed Productions (Extra Time) Limited	300 ordinary shares of £1
Ricochet Limited	Ricochet Productions Limited	1 ordinary share of £1
Ricochet Productions Limited	Supernanny USA Inc	100 common stock shares
Wall To Wall (Holdings) Limited	Wall To Wall Media Limited	2 ordinary shares of £1
Wall To Wall Media Limited	Wall To Wall (New Tricks) Limited	1000 ordinary shares of £1
Wall To Wall (Holdings) Limited	Wall To Wall Television Limited	100 ordinary shares of £1

SCHEDULE 3**Accounts**

Chargor	Bank	Account Number	Sort Code
Outright Distribution Limited	Barclays Bank Plc	53137322	20-78-98
Outright Distribution Limited	Barclays Bank Plc	79995933	20-78-98
Outright Distribution Limited	Barclays Bank Plc	59678844	20-78-98
Outright Distribution Limited	Barclays Bank Plc	70665282	20-78-98
Outright Distribution Limited	Barclays Bank Plc	30869503	20-78-98
Ricochet Limited	Barclays Bank Plc	93692221	20-12-80
Ricochet Limited	Barclays Bank Plc	23251551	20-12-80
Ricochet Limited	Barclays Bank Plc	73628914	20-12-80
Ricochet Limited	Barclays Bank Plc	63157296	20-12-80
Ricochet Limited	Barclays Bank Plc	43347389	20-12-80
Ricochet Limited	Barclays Bank Plc	03381048	20-12-80
Ricochet Limited	Barclays Bank Plc	73600459	20-12-80
Ricochet Limited	Barclays Bank Plc	20875163	20-78-98
Ricochet Limited	Barclays Bank Plc	47355844	20-12-80
Ricochet Limited	Barclays Bank Plc	60641391	20-12-80
Ricochet Limited	Barclays Bank	72886044	20-12-80

Chargor	Bank	Account Number	Sort Code
	Plc		
Ricochet Limited	Barclays Bank Plc	20753203	20-12-80
Ricochet Limited	Barclays Bank Plc	62494166	20-12-80
Ricochet Limited	Barclays Bank Plc	90633186	20-12-80
Ricochet Limited	Barclays Bank Plc	20885568	20-78-98
Ricochet Limited	Barclays Bank Plc	93134679	20-12-80
Ricochet Limited	Barclays Bank Plc	43302806	20-12-80
Ricochet Limited	Barclays Bank Plc	13559963	20-12-80
Ricochet Limited	Barclays Bank Plc	13172619	20-12-80
Ricochet Limited	Barclays Bank Plc	53789330	20-12-80
Ricochet Limited	Barclays Bank Plc	33292967	20-12-80
Ricochet Productions Limited	Barclays Bank Plc	43522722	20-78-98
Ricochet Productions Limited	Barclays Bank Plc	80755826	20-78-98
Ricochet Productions Limited	Barclays Bank Plc	79129355	20-78-98
Ricochet Productions Limited	Barclays Bank Plc	83938711	20-78-98
Ricochet Productions Limited	Barclays Bank Plc	87833011	20-78-98
Shed Media Limited	Barclays Bank Plc	90104833	20-78-98
Shed Media Limited	Barclays Bank Plc	10275093	20-78-98

Chargor	Bank	Account Number	Sort Code
Shed Media Limited	Barclays Bank Plc	90953148	20-78-98
Shed Media Limited	Barclays Bank Plc	62144555	20-78-98
Shed Productions Limited	Barclays Bank Plc	13632407	20-78-98
Shed Productions (BG) Limited	Barclays Bank Plc	10264709	20-78-98
Shed Productions (WR) Limited	Barclays Bank Plc	73163814	20-78-98
Shed Productions (WR) Limited	Barclays Bank Plc	40224715	20-78-98
Shed Productions (Extra Time) Limited	Barclays Bank Plc	10447072	20-78-98
Twenty Twenty Productions Limited	Barclays Bank Plc	93950468	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	60538957	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	33332934	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	70964433	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	80286249	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	30006440	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	03458008	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	33616401	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	60565059	20-44-86

Chargor	Bank	Account Number	Sort Code
Twenty Twenty Productions Limited	Barclays Bank Plc	33266850	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	73885437	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	50472530	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	63013057	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	73155153	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	13367371	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	33082679	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	73791882	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	53761681	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	03001881	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	90448680	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	70303186	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	23425789	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	03435105	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	73128903	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	93659887	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	70780987	20-44-86
Twenty Twenty Productions Limited	Barclays Bank	78937899	20-44-86

Chargor	Bank	Account Number	Sort Code
	Plc		
Twenty Twenty Productions Limited	Barclays Bank Plc	56756100	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	77813166	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	59267722	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	20360732	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	93545334	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	43483495	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	60592897	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	43254100	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	56163177	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	43712893	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	70640298	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	30765201	20-44-86
Twenty Twenty Productions Limited	Barclays Bank Plc	53017621	20-44-86
Twenty Twenty Productions Limited (Control Account)	Barclays Bank Plc	30765201	20-44-86
Wall To Wall (Holdings) Limited	Barclays Bank Plc	10106348	20-78-98
Wall To Wall Media Limited	Barclays Bank Plc	73144798	20-78-98
Wall To Wall (New Tricks) Limited	Barclays Bank Plc	30737569	20-78-98

Chargor	Bank	Account Number	Sort Code
Wall To Wall Television Limited	Barclays Bank Plc	90971405	20-78-98

SCHEDULE 5

Insurance Policies

Policy Holder	Insurer	Policy	Policy No	Term / Renewal Date	Premium	Summary of cover
Shed Media & Shed Productions						
Shed Media Ltd (and Shed subsidiaries) & Outright Distribution Limited & Shed Media Scotland Ltd & Koco Drama Ltd	Travelers Insurance Company Ltd	Office Insurance & Liability Insurance	UC CMK 3842743	1 05 10 – 30 04 11	£3,157 08	General liability Property contents at location Property business interruption Employers liability
Shed Media Group						
Shed Media Ltd and all subsidiaries	QBE Insurance (Europe) Ltd	E&O – Television and Film Producers Protection	020110/01/20 10	14 04 10 – 13 04 11	£62 995	Television and Film Producers protection
Shed Media Ltd Shed Productions Ltd, Shed Media Scotland Ltd Koco Drama Ltd Twenty Twenty Productions Ltd, Ricochet Ltd Outright Limited - all directors and employees	Accident & Health Underwriti ng Limited	Annual Business Travel Insurance and PA insurance	GABT2294/1/ 10	12 10 2010 to 12 10 2011	£7 145 25	Business travel insurance
Shed Media Ltd	Travelers	Film Production Insurance Excludes US companies Includes Development recces	UCENT3777 793	Annual 1 10 2010 to 01 10 2011	Deposit premium £4 200	Film Production Insurance Policy charged on a per production basis at a rate of £0 495% on net production cost Includes development and recces and small shoot extension for all UK companies

Policy Holder	Insurer	Policy	Policy No	Term / Renewal Date	Premium	Summary of cover
Shed Media Ltd and subsidiaries	QBE (Insurance Europe) Ltd	Directors & Officers Insurance	PDOL020107	01 11 2016	£12,640	Directors & Officers liability insurance for the group
Shed Media Ltd and subsidiaries	Accident and Health Underwrit ing	Kidnap and Ransom	KR132/0/09	Annual Exp 22 10 11	£2,100	Kidnap and Ransom Insurance for the group
Shed Media Ltd	ERM	Employers Liability	09ERM00002 /142	Annual Exp 11 08 11	£1,575	Employers Liability Insurance – contingency cover Arranged by Ricochet but applicable across the group Provides Employers Liability should an individual not be insured under a production or annual commercial insurance
Shed Media Ltd and subsidiaries	Hiscox Insurance Company Ltd	Professional Indemnity for Information Technology	HU PI6 1574099 (2)	Exp 24 03 11	£1,575	Technology Professional Indemnity / E & O policy for the Shed Group
Shed Media Ltd	Accident and Health Underwrit ing Limited	Presenter Cover - Personal Accident & Sickness Cover for Presenters	A1984/0/09	5 07 10 – 5 07 2011	£3,675 (£1,500 per person plus Insurance premium tax at 5%)	Cover for three specified presenters
Shed Media Ltd	Accident and Health Underwrit ing Limited	Key Man Insurance - Jo Frost	AI1016/0/09	10 12 09 – 09 12 10	£14 195 plus 5% insurance premium tax	Permanent Disablement Cover to £5 000 000 Life insurance - £2,000,000 for Jo Frost – Beneficiary Shed Media Plc

Policy Holder	Insurer	Policy	Policy No	Term / Renewal Date	Premium	Summary of cover
Shed Media Ltd	Accident and Health Underwrit- ing Limited	Key Man Insurance - Jo Frost	ZZ/229/0/09	10 12 09 – 09 12 10	£3 293 05 plus 5% insurance premium tax	Life insurance - £3,000 000 for Jo Frost – Beneficiary Shed Media Plc
Shed Media US						
Shed Media US Inc	St Paul Fire & Marine	Commercial General Liability	CK09008394	22 5 10- 22 5 11	\$13,350	Property Personal Property \$77,000 Business Income/Extra Expense \$300,000 Electronic Data Equipment \$365,000 Software \$80,000 Extra Expense \$50,000 Back Up of Sewers & Drains \$25,000 Transit \$25,000 Accounts Receivable \$25,000 Valuable Papers \$25,000 Fine Arts \$25 000 General Liability Each Occurrence \$1 000,000 Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal/Advertisin g Injury \$1.000 000 Fire Damage Legal Liability \$300,000 Employee Benefits Liability (Claims Made) Occurrence \$1,000 000 Aggregate \$3 000 000


Policy Holder	Insurer	Policy	Policy No	Term / Renewal Date	Premium	Summary of cover
						Premium Basis / Production Costs \$500,000
Shed Media US Inc	St Paul Fire & Marine	Entertainment Package	IM09001876	22 5 10- 22 5 11	\$5 137	Cast Not Covered Negative Film \$500,000 Faulty Stock \$500,000 Props, Sets & Wardrobe \$500,000 Miscellaneous Owned Equipment \$1,010,000 Miscellaneous Non- Owned Equipment \$1,000,000 Third Party Property Damage \$1,000 000 Extra Expense \$500 000 Civil Authority \$50 000 Hired & Non- Owned Auto \$2,000 000 Physical Damage \$125 000 max per vehicle Business Personal Property \$25 000 Money/Currency Sublimit \$10,000 Premium Basis / Production Costs \$500,000
Shed Media US Inc	St Paul Fire & Marine	Umbrella	GL09003382	22 05 10 – 22 05 11	\$5,513	Each occurrence \$500 000 Aggregate \$500 000
Shed Media US Inc	Travelers	Workers Compensation & Employer's Liability	XSUB4433Y 65109	13 8 09- 13 8 10	\$515	\$1 000 000 bodily injury by accident \$1 000,000 bodily injury by disease – policy limit \$1,000,000 bodily injury by disease –

Policy Holder	Insurer	Policy	Policy No	Term / Renewal Date	Premium	Summary of cover
						each employee
Wall to Wall						
Wall to Wall Holdings Limited	ERM	E&O	09OM/004	5 years Exp 26 6 14	US\$7,875	WDYTYA US E&O Cover
Wall to Wall Holdings Limited	Travelers	Commercial Combined	UC CMK 3880481	Annual Exp 19 07 11	£12 788	Commercial Combined Policy
Ricochet						
Ricochet Limited	Travelers	Commercial Combined	UC CMK 3887161	Annual	£8 976 12	Commercial Combined Policy
Twenty Twenty						
Twenty Twenty Productions Ltd	Travelers Insurance Co Ltd	General business including public liability	UC CMK 3841630	15 4 2010 – 14 4 2011	£3,680 07 plus insurance premium tax at 5%	General business insurance including public liability

SCHEDULE 6

Intellectual Property Rights

OUTRIGHT DISTRIBUTION LIMITED UNREGISTERED MARKS

Owner	Unregistered Mark
Outright Distribution Limited	

RICOCHET LIMITED REGISTERED MARKS

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
Ricochet Productions Limited	SUPER NANNY SUPERNANNY (word only)	09, 16, 38, 41	04 November 2005	UK	2389989
Ricochet Productions Limited	SUPERNANNY NAUGHTY MAT	27	02 March 2007	UK	2429752
Ricochet Productions Limited	NAUGHTY MAT	27	09 March 2007	UK	2429754
Ricochet Productions Limited	SUPERNANNY NAUGHTY STEP	20	02 March 2007	UK	2429756

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
Ricochet Productions Limited	SUPER NANNY SUPERNANNY	35 38 41	27 July 2007	UK	2433639
Ricochet Productions Limited	SUPER NANNY SUPERNANNY	16	26 October 2007	UK	2456155
Ricochet Productions Limited	SUPER NANNY SUPERNANNY	41	26 October 2007	UK	2451796
Ricochet Productions Limited	SUPER NANNY	9, 16, 38, 41	8 March 2003	European Union (CTM)	004396321
Ricochet Limited	It's Me or the Dog IT'S ME OR THE DOG	09, 16, 38, 41	18 May 2007	UK	2424163
Ricochet Limited	It's Me or The Dog	9, 16, 41	Filed 2 July 2007 Published December 11, 2007	US	Serial number 77220974
Ricochet Productions Limited	Supernanny	9, 16, 38, 41	September 19, 2006	US	Serial number 78566033 Registration number 3147001

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
Ricochet Productions Limited	Supernanny	16 Printed charts, namely, color charts, wall charts, sticker charts, and reward charts	September 23, 2008	US	Serial number 77223926 Registration number 3503719
Ricochet Productions Limited	Supernanny	41 Exhibition services, namely, arranging, conducting and organization of exhibitions in the nature of educational programs providing information in the fields of child care, child care education, equipment for children, namely, children furniture, children toys, crafts and educational products, and parenting programs in the nature of parenting education and recreational programs, organizing of events in the	May 27, 2008	US	Serial number 77166885 Registration number 3438498


Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
		nature of providing child care and parent programs for cultural, recreational, educational, training and entertainment purposes			
Ricochet Productions Limited			March 4, 2008	US	Serial Number 77051375 Registration Number 3393605

RICOCHET LIMITED UNREGISTERED MARKS




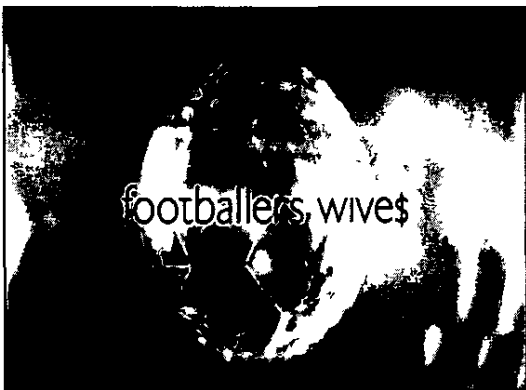
Owner	Unregistered Mark
Ricochet Limited	RICOCHET


SHED MEDIA LIMITED REGISTERED MARKS

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
Shed Media Limited (registered under	Waterloo Road (WO) Waterloo Rd	09 16 25. 41	24 March 2006	UK	2398545

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
previous name)					
Shed Media Limited (registered under previous name)	Hope Springs (WO)	09, 16, 41	26 December 2008	UK	2494755
Shed Media Limited (registered under previous name)	ROCK RIVALS (WO)	09, 16, 25, 28, 38, 41	13 June 2008	UK	2458157
Shed Media Limited (registered under previous name)	ROCK RIVALS	09, 16, 38, 41	10 February 2010	European Union	006873418
Shed Media Limited (registered under previous name)	Shed (WO)	09, 16, 38, 41, 45	07 March 2008	UK	2458159
Shed Media Limited (registered under previous name)	Shed (DW) 	09, 16, 38, 41, 45	07 March 2008	UK	2458160

SHED MEDIA LIMITED UNREGISTERED MARKS


Owner	Unregistered Mark
Shed Media Limited	
Shed Media Limited/ Shed Media Scotland	
Shed Media Limited	
Shed Media Limited	

Owner	Unregistered Mark
Shed Media Limited	

TWENTY TWENTY PRODUCTIONS LIMITED REGISTERED MARKS

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
Twenty Twenty Productions Limited	The Sorcerer's Apprentice (WO)	09, 16, 28, 41	6 March 2009	UK	2494002

TWENTY TWENTY PRODUCTIONS LIMITED UNREGISTERED MARKS

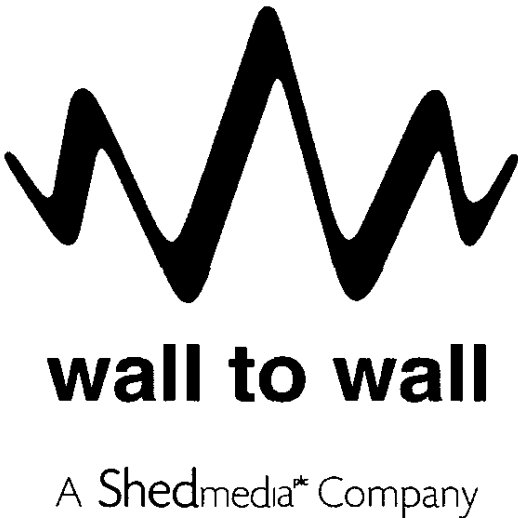
Owner	Unregistered Mark
Twenty Twenty Productions Limited	 <p>The logo for Twenty Twenty Television. It features the word 'twenty' in a stylized, blocky font where the letters are interconnected. Below 'twenty' is the word 'television' in a smaller, simpler font. The entire logo is centered within the table cell.</p>

WALL TO WALL MEDIA LIMITED REGISTERED MARKS

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
Wall to Wall Media Limited	Who Do You Think You Are (WO)	09 16 35 41, 42, 45	22 September 2006	UK	2412392
Wall to Wall Media Limited	Who Do You Think You Are (DW)	09, 16, 35, 41, 42	09 December 2005	UK	2383994
Wall to Wall Media Limited	Who Do You Think You Are	IC 009 US 021 023 026 036 038 G & S IC 016 US 002 005 022 023 029 037 038 050 G & S IC 035 US 100 101 102 G & S IC 041 US 100 101 107 G &	March 31, 2009	US	0937736

Registered Proprietor	Trade Mark	Classes Registered	Registration Date	Registration Jurisdiction	Trade Mark Number
		S IC 042 US 100 101 G & S IC 045 US 100 101 G & S			
Wall to Wall (Egypt) Limited	Man on Wire	09, 16, 41	21 January 2009	European Union	006662803
Wall to Wall (Egypt) Limited	Man on Wire	IC 009 US 021 023 026 036 038 G & S IC 016 US 002 005 022 023 029 037 038 050 G & S IC 041 US 100 101 107 G & S	September 29, 2009 (Published for opposition)	US	77439867 (serial number)

WALL TO WALL MEDIA LIMITED UNREGISTERED MARKS

Owner	Unregistered Mark
Wall to Wall Media Limited	
Wall to Wall Media Limited	NEW TRICKS

SCHEDULE 7

New Chargors

Company	Company number	Jurisdiction of Incorporation
Shed Media Limited	3617464	England and Wales
Outright Distribution Limited	4840749	England and Wales
Shed Productions Limited	6348976	England and Wales
Shed Productions (BG) Limited	4867396	England and Wales
Shed Productions (Extra Time) Limited	3805312	England and Wales
Shed Productions (WR) Limited	4034991	England and Wales
Ricochet Limited	4053062	England and Wales
Ricochet Productions Limited	5203551	England and Wales
Twenty Twenty Productions Limited	3231683	England and Wales
Wall to Wall Media Limited	4207414	England and Wales
Wall to Wall (New Tricks) Limited	4830154	England and Wales
Wall to Wall (Holdings) Limited	2580387	England and Wales
Wall to Wall Television Limited	2087671	England and Wales
Shed Media US, Inc		Delaware
Supernanny USA, Inc		California



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2087671
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 27 OCTOBER 2010 AND CREATED BY WALL TO WALL
TELEVISION LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE DEBTORS TO THE CREDITORS ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 2 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2010

Ran



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES