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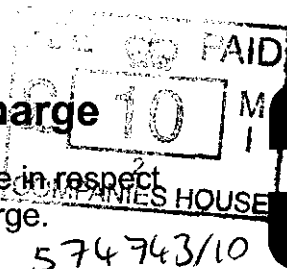
* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985



395

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

For official use

Company number

1		
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02392350

Name of company

* Patalex II Productions Limited

Date of creation of the charge

15 January 2003

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

Deed of Security Assignment and Charge (the Charge) between the Chargor and Bride Distributing, LLC (the Chargee)

Amount secured by the mortgage or charge

The following obligations of the Chargor under the Distribution Agreement:

- (a) to license, assign, transfer, grant or otherwise convey Rights under the Distribution Agreement subject to and in accordance with the terms of the Distribution Agreement;
- (b) to effect Delivery under the Distribution Agreement subject to and in accordance with the terms of the Distribution Agreement;
- (c) to appoint the Chargee as the Chargor's agent for sale under the Distribution Agreement for the purposes set out in the Distribution Agreement; and
- (d) to grant quiet enjoyment to the Chargee in accordance with the terms of the Distribution Agreement.

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

Bride Distributing, LLC, 4000 Warner Boulevard, Burbank, 91522 California, USA

Postcode

Please return
via
CH London Counter

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

Denton Wilde Sapte
Five Chancery Lane
Cliffords Inn
EC4A 1BU
Ref: ARS/02116.00128

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

L93KYS3A

0026
27/01/04

Short particulars of all the property mortgaged or charged

A By way of assignment to the Chargee with limited title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of the Chargee's right, title and interest in and to the following throughout the Universe:

- (1) the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargee in connection with the Film;
- (2) the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means now known or invented in the future;
- (3) all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, novelisation, commercial tie-up, sponsorships, remake, sequel and spin-off rights) in the Film
- (4) all contracts and contract rights, agreements for personal services book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film;
- (5) all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Danton Wilde Septe

Date

27/1/04

On behalf of chargee[†]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Company number

02392350

Name of company

* insert full name
of company

* Patalex II Productions Limited

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Company number

02392350

Name of company

* insert full name
of company

* Patalex II Productions Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Patalex II Productions Limited

Addendum 4/4

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

(6) all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom;

(7) all the Chargor's rights, interests and benefits in and to the Distribution Agreement;

(8) the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and/or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights;

for the Chargee to hold the same subject to the terms of the Charge absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity.

B By way of first fixed charge in favour of the Chargee with limited title guarantee the Chargor's right, title and interest (both present and future, vested and contingent, statutory and otherwise) in and to the following throughout the universe:

(1) all copies of the Film and any music and/or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof;

(2) all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film;

(3) the revenues from book debts owed to Chargor in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and/or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary, collateral, allied, subsidiary and merchandising rights;

(4) (insofar as not effectively assigned pursuant to the Charge) those items referred to in paragraph A above; and

(5) (insofar as not effectively assigned pursuant to the Charge) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder.

C By way of first floating charge all the undertaking, rights, property and assets referred to in paragraphs A and B above to the extent that the same may not be validly assigned or charged pursuant in the Charge

Note: the Charge contains the following covenants and undertakings of the Chargor:

(a) the Chargor shall not without the Chargee's prior written consent create any encumbrance, charge or pledge upon the whole or any part of the Collateral; and

(b) the Chargee will not without the prior written consent of the Chargee sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it otherwise than pursuant to the Distribution Agreement; and

(c) the Chargor will not grant any set-off or other equity in respect of any sum payable in relation to the Film and/or rights in the Film.

Definitions:

Film means a feature film tentatively entitled "Tim Burton's "Corpse Bride""

Distribution Agreement means a motion picture distribution agreement of even date with the Charge between the Chargee, and the Chargor

Collateral means the property, assets and interests (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under the Charge in favour of the Chargee and all other

M395 Continuation

Company number

02392350

Name of company

* Insert full name
of company

* Patalex II Productions Limited

property and assets which at any time are or are required to be charged in favour of the Chargee under the Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02392350

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT AND CHARGE DATED THE 15th JANUARY 2004 AND CREATED BY PATALEX II PRODUCTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BRIDE DISTRIBUTING, LLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JANUARY 2004.

Angela



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —