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Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

Short particulars of property charged

- (a) by way of specific charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Company and all dividends and other rights in relation thereto;
- b) by way of specific charge its goodwill and the benefit of any licences;
- (c) by way of specific equitable charge all estates or interests in any freehold and leasehold of property during the continuance of this security belonging to or charged to the Company ("the equitably charged property") and/or the proceeds of sale of the equitably charged property; and
- (d) by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective;
- (e) by way of assignment to the Trustees to the extent that such rights are capable of assignment all of the Company's rights, title, interest in and to the Intellectual Property Rights throughout the world excluding expressly the Third Party Rights subject to and with the benefit of the Existing Exploitation Agreements to hold the same to the Trustees absolutely for the period during which such rights subsist throughout the world. Where any of the assigned rights are executory the assignment is construed as a present assignment of future rights;
- (f) by way of a licence to the Trustees of all the Company's right, title and interest throughout the world in and to all those Third Party Rights which are capable of being sub-licensed by the Company subject to and with the benefit of the Existing Exploitation Agreements;
- (g) by way of an undertaking to hold upon trust for the Trustees absolutely the entire interest of the Company in and to all those Intellectual Property Rights and Third Party Rights which cannot be assigned by the Company together with the entire benefit of such rights including without limitation all proceeds, money and other rights and benefits to which the Company is beneficially entitled in respect of the exercise of such Intellectual Property Rights and/or Third Party Rights;
- (h) by way of first fixed charge such part of the Physical Materials now in existence or owned by the Company in favour of the Trustees;

- (i) by way of first equitable charge such part of the Physical Materials not yet in existence but created or required by the Company after the date of the Debenture in favour of the Trustees;
- (j) by way of first fixed charge all the plant, machinery and equipment relating to the Intellectual Property Rights or the Third Party Rights or the Physical Materials and all plant, machinery and equipment owned by the Company in favour of the Trustees;
- (k) by way of assignment to the Trustees all the Company's rights of action in respect of the Intellectual Property Rights which have not been assigned to the Trustees pursuant to the earlier provisions of this Debenture including without limitation the right to commence proceedings and/or receive and recover damages in respect of any infringement of the Intellectual Property Rights in any part of the world whether such infringement occurred before or after the date of the Debenture and whether or not the Company or any Intellectual Property User has commenced proceedings in respect of such infringement to hold all such rights to the Trustees absolutely;
- (l) by way of assignment to the Trustees all the Company's right title and interest in any Applications and all rights, powers, privileges and immunities arising or accruing from such Applications together with all corresponding rights obtainable in any part of the world and the benefit of any priority dates attaching to the assigned Applications all of which are assigned to the Trustees free from any incumbrances and with the intention that the grant of any right pursuant to the assigned Application shall be made in the name of the Trustees who shall be the sole absolute legal and beneficial owner of all such rights.