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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £13 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

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

For official use

Company number

1117

3153784

Name of company

* BERTIE SHOES LIMITED (the "Company")

Date of creation of the charge

14 March 2008

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

DEED OF ACCESSION RELATING TO A DEBENTURE DATED 28 DECEMBER 2007 (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee and/or the other Finance Parties (or any of them) under or pursuant to any Finance Document to which any Group Company is a party (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

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

KAUPTHING BANK HF (as Security Trustee for the Finance Parties)(in such capacity, the "Security Trustee") of 1 Hanover Street, London

Postcode W1S 1AX

Presenter's name address and
reference (if any)

Contact Denise Phillips
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

79947 120037 18292679

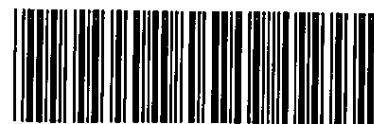
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



ABVK0YDB

A42

27/03/2008

422

COMPANIES HOUSE

1. ACCESSION OF THE ACCEDING COMPANY

By its execution of the Deed, the Company unconditionally and irrevocably undertook to and agreed with the Security Trustee to observe and be bound by the terms and provisions of the Debenture as if it were an original party to the Debenture as one of the Charging Companies

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture were created or made

- (a) in favour of the Security Trustee,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

continued on Addendum 4/4

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed DLA Piper UK LLP

Date 26 March 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

† delete as appropriate

Notes

- 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 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

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* BERTIE SHOES LIMITED (the "Company")

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)

NOTE.

In this form:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (Security assignments) of the Debenture,

"Cash Collateral Accounts" means each

(i) Mandatory Prepayment Account, and

(ii) each Holding Account,

(each as defined in the PIK Facility Agreement)

and including but not limited to the accounts (if any) specified as such in part 6 of the schedule hereto (Details of Security Assets),

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

(i) the securities specified in part 2 of the schedule hereto (Details of Security Assets), and

(ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at 14 March 2008) as at 14 March 2008 or in future owned (legally or beneficially) by the Company, held by nominee on its behalf or in which the Company has an interest at any time,

"Charging Companies" means the Initial Charging Companies and any other member of the Group (as defined in the PIK Facility Agreement) which accede to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession,

"Collection Accounts" has the meaning given to that term in clause 10 6 (Dealings with and realisation of Receivables and Collection Accounts) of the Debenture,

"Debenture" means a debenture dated 28 December 2007 and made between (1) the Charging Companies and (2) the Security Trustee,

"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture or any Deed of Accession,

"Event of Default" means any event or circumstance specified as such in clause 20 (Events of Default) of the PIK Facility Agreement,

"Finance Document" means the PIK Facility Agreement, any Accession Letter, any Compliance Certificate, any ICEX Bonds Look Forward Certificate, the Intercreditor Deed, the PIK Intra-Group Loan Agreement, any Resignation Letter, any Transaction Security Document (each as defined in the PIK Facility Agreement) and any other document designated as a "Finance Document"

Name of company

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by the PIK Agent (as defined in the PIK Facility Agreement) and the Obligors' Agent (as defined in the PIK Facility Agreement),

"Finance Party" means the PIK Agent, the PIK Arranger, (each as defined in the PIK Facility Agreement) the Security Trustee and each Lender (as defined in the PIK Facility Agreement),

"Group Companies" means Mosaic Fashions Hf and each of its Subsidiaries from time to time,

"Initial Charging Companies" means Mosaic Fashions Limited, Mosaic Fashions Finance Limited, Oasis Fashions Ireland Limited, Coast Stores Limited, Coast Stores Ireland Limited, Karen Millen Limited, Karen Millen Ireland Limited, Noel Acquisitions Limited, Sonora Holdings Limited and Mohave Limited,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest including, but not limited to, the policies of insurance (if any) specified in part 5 of the schedule hereto (Security Assets),

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group,

"MFL" means Mosaic Fashions Limited, a company incorporated under the laws of England and Wales with company number 4871389,

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is on arm's-length terms

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading 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
 - (i) the Disposing Company is an Obligor (as defined in the PIK Facility Agreement), the Acquiring Company must also be an Obligor,
 - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and
 - (iii) the Disposing Company is a Guarantor (as defined in the PIK Facility Agreement), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,
- (c) provided no Default (as defined in the PIK Facility Agreement) has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property (each as defined in the PIK Facility Agreement) or other assets the subject of a fixed charge under the Transaction Security (as defined in the PIK Facility Agreement)) the proceeds of which are applied in exchange for other assets comparable or superior as to type, value or quality as soon as possible but in any event within six months of receipt or such longer period as the Majority Lenders (as defined in the PIK Facility Agreement) may agree provided that the aggregate amount of all such Disposal Proceeds (as defined in the PIK Facility Agreement) shall not exceed £500,000 in any Financial Year (as defined in the PIK Facility Agreement) and such Disposal Proceeds shall during such period be retained in a Holding Account (as defined in the PIK Facility Agreement),
- (d) of obsolete or redundant vehicles, plant and equipment for cash,
- (e) of Cash Equivalent Investments (as defined in the PIK Facility Agreement) for cash or in exchange for other Cash Equivalent Investments,

Name of company

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(f) constituted by a licence of intellectual property rights permitted by clause 19 28 (Intellectual Property) of the PIK Facility Agreement which shall include, for the avoidance of doubt, the licence of Intellectual Property in the ordinary course of the business of the Group,

(g) arising as a result of any Permitted Security,

(h) of the Target Shares (as defined in the PIK Facility Agreement) by MFL to Mosaic Fashions Finance Limited under the Drop Down Agreement (as defined in the PIK Facility Agreement), and

(i) provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property, Joint Ventures (each as defined in the PIK Facility Agreement) or other assets the subject of a fixed charge under the Transaction Security) for cash where the value of any single item does not exceed £500,000 and the aggregate value of such disposals does not exceed £1,000,000 (or its equivalent) in any Financial Year (as defined in the PIK Facility Agreement) of the Parent (as defined in the PIK Facility Agreement),

"Permitted Security" means

(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,

(b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the PIK Facility Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group,

(c) any Security or Quasi-Security (as defined in the PIK Facility Agreement) over or affecting any asset acquired by a member of the Group after the Closing Date (as defined in the PIK Facility Agreement) if

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,

(ii) 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

(iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of acquisition of such asset,

(d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company, or

(iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of that company becoming a member of the Group,

(e) 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 trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,

Name of company

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- (f) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,
- (g) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness",
- (h) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (h) above) does not exceed £500,000 (or its equivalent in other currencies),
- (i) Security arising under the Transaction Security Documents, or
- (j) the Security constituted by the rent deposit deed dated 23 October 2002 granted by Warehouse Fashion Limited (company registration number 4251137) in favour of Turner Broadcasting System Europe Limited in respect of the payments due under a lease of 19-22 Rathbone Place, London dated 7 May 2002 and made between those parties,

"Permitted Transaction" means

- (a) any Disposal (as defined in the PIK Facility Agreement) required by the terms of the Finance Documents,
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group, or
- (c) any loan, Disposal or acquisition between Obligors in order to minimise the Group's liabilities in respect of Tax (as defined in the PIK Facility Agreement),

"PIK Facility Agreement" means a PIK facility agreement dated 28 December 2007 and entered into between (1) Mosaic Fashions hf (as Parent), (2) Mosaic Fashions Finance Limited (as the Company) (3) the companies listed in part 1 of schedule 1 thereto (as the Original Guarantors), (4) Kaupthing Bank hf (as PIK Arranger), (5) the financial institution listed in part 2 of schedule 1 thereto (as Original Lender), (6) Kaupthing Bank hf (as PIK Agent) and (7) Kaupthing Bank hf (as Security Trustee), as amended, supplemented, novated or restated from time to time,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at 14 March 2008, or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (ii) all easements, rights and agreements in respect thereof,
- (iii) all proceeds of sale of that property, and
- (iv) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the PIK Facility Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (ii) all proceeds of any of the foregoing,

Name of company

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* BERTIE SHOES LIMITED (the "Company")

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture,

"Related Rights" means, in relation to any Charged Security

(i) all dividends, distributions and other income paid or payable on the relevant Charged Security or any asset referred to in paragraph (ii) below,

(ii) all rights, monies or property accruing or offered at any time in relation to the Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means

(i) each Acquisition Document (as defined in the PIK Facility Agreement),

(ii) each Hedging Agreement (as defined in the PIK Facility Agreement), and

(iii) each agreement specified in part 4 of the schedule hereto (Details of Security Assets) or specified in any Deed of Accession as a "Material Contract",

together with each other agreement supplementing or amending or novating or replacing the same,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Period" means the period beginning on 14 March 2008 and ending on the date on which

(i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(ii) no Finance Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"Subsidiary" has the meaning given to that term in the PIK Facility Agreement,

"Transaction Security Documents" means each of the documents specified in paragraph 2 (c) of schedule 2 of the Amendment Agreement (as defined in the PIK Facility Agreement) and each of the documents delivered to the PIK Agent pursuant to clause 19 42 (Condition Subsequent) of the PIK Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

SEE ATTACHED SCHEDULE

Name of company

*insert full name
of Company

* BERTIE SHOES LIMITED (the "Company")

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

(c) as continuing security for payment of all of the Secured Obligations

2.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

3. FIXED SECURITY

3.1 Fixed charges

The Company charged and agreed to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest

(a) by way of first legal mortgage

(i) the Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and

(ii) all other Property (if any) at 14 March 2008 vested in, or charged to, the Company (not charged by clause 4 1(a)(i) of the Debenture),

(b) by way of first fixed charge

Name of company

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- (i) all other Property and all interests in Property (not charged by clause 4 1(a) of the Debenture), and
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (c) by way of first fixed charge all plant and machinery (not charged under clause 4 1(a) or 4 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
 - (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- other than any which are for the time being part of the Company's stock-in-trade or work-in-progress,
- (e) by way of first fixed charge
 - (i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets), and
 - (ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture),
- in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
 - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
 - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and
 - (iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clause 4 1(f) of the Debenture) and all monies at any time standing to the credit of such accounts,
- in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge
 - (i) the Intellectual Property (if any) specified in part 3 of the schedule hereto (Details of Security Assets), and
 - (ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture),
 - (h) to the extent that any of the Assigned Assets are not effectively assigned under clause 4 2 (Security assignments) of the Debenture, by way of first fixed charge those Assigned Assets,
 - (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
 - (j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

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3.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (c) all other Receivables (not otherwise assigned under clause 4 2(a) or 4 2(b) of the Debenture)

To the extent that any Assigned Asset described in clause 4 2(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances

3.3 Assigned Assets

The Security Trustee shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of a Relevant Contract against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture

4. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which were not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4 1 (Fixed charges), clause 4 2 (Security assignments) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland

5 CONVERSION OF FLOATING CHARGE

5.1 Conversion by notice

The Security Trustee may, by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Company specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Trustee (acting reasonably) considers those specified assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

5.2 Small companies

The floating charge created under the Debenture by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company

5.3 Automatic conversion

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

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- (a) in relation to any Security Asset which is subject to a floating charge if
- (i) the Company creates (or attempts or purports to create) any Security (other than Permitted Security) on or over the relevant Security Asset without the prior consent in writing of the Security Trustee, or
- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

5.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 6.1 (Conversion by notice) of the Debenture in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee and/or the other Finance Parties

6. CONTINUING SECURITY

6.1 Continuing security

The Debenture Security constituted by the Debenture is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

6.2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any of the other Finance Parties may at any time hold for any of the Secured Obligations.

6.3 Right to enforce

The Debenture may be enforced against the Company without the Security Trustee and/or the other Finance Parties first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

7. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Debenture or implied to the contrary, the Company remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Security Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of any such condition or obligation.

8. UNDERTAKINGS BY THE CHARGING COMPANIES

8.1 Restrictions on dealing

The Company will not do or agree to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security on any of the Security Assets (except a Permitted Security), or
- (b) sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted

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of Company

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Transaction)

8.2 Security Assets generally

The Company will

- (a) not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets except as expressly permitted under the PIK Facility Agreement,
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect)

8.3 Property matters

- (a) The Company will not, except with the prior written consent of the Security Trustee or as expressly permitted under the PIK Facility Agreement, confer on any person
 - (i) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
 - (ii) any right or licence to occupy any land or buildings forming part of the Property, or
 - (iii) any licence to assign or sub let any part of the Property

8.4 Dealings with and realisation of Receivables and Collection Accounts

- (a) The Company shall without prejudice to clause 10 1 (Restrictions on dealing) of the Debenture (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables

9. FURTHER ASSURANCES**9.1 Further action**

The Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture,
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, and
- (c) creating and perfecting Security in favour of the Security Trustee or the Finance Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient

9.2 Specific security

Without prejudice to the generality of clause 20 1 (Further action) of the Debenture, the Company will forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment, assignation or other security over all or any of the Security Assets which are subject to or intended to be subject to any fixed security created by the Debenture in favour of the Security

3153784

Name of company

*insert full name
of Company

* BERTIE SHOES LIMITED (the "Company")

Trustee (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Debenture) in such form as the Security Trustee may reasonably require

10. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Debenture, including under clause 20 (Further assurances) of the Debenture. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 20 (Further assurances) of the Debenture.

SCHEDULE

Details of Security Assets

Part 1 - Property

Details of Registered Land

None

Details of Unregistered Land

None

Part 2

Details of Charged Securities

None

Part 3

Details of Charged Accounts

Bank	Account name	Account No	Sort Code
Bank of Scotland	Karen Millen Holdings Ltd	06037303	12-01-03
Bank of Scotland	Oasis Stores Limited	00629652	12-01-03
Bank of Scotland	Oasis Stores Limited CIA	00418951	80-20-00
Bank of Scotland	Oasis Stores Limited CIA	00355814	80-20-00
Bank of Scotland	Oasis Stores Ltd t/a Coast	00629660	12-01-03
Bank of Scotland	Oasis Stores-DJ LOVELOCK FU	06002135	12-01-03
Bank of Scotland	Sierra Acquisitions Ltd CIA	00593726	80-20-00
Bank of Scotland	Sierra Acquisitions PLC	00628617	12-01-03
Bank of Scotland	Sierra Acquisitions LNT 2005	00641600	12-01-03
Bank of Scotland	Sierra Holdings Limited	00628625	12-01-03
Bank of Scotland	Shic Limited	06036853	12-01-03
Bank of Scotland	Oasis EBT	06042938	12-01-03
Bank of Scotland	OA USD	06798USD01	12-01-03
Bank of Scotland	OA EUR	06798EUR01	12-01-03
Ulsterbank	Oasis Stores Limited	61418034	98-50-10
Alliance & Leicester	Oasis Stores - Cash	4176448	n/a
Alliance & Leicester	Oasis Stores - Card	2321351	n/a

Bank	Account name	Account No	Sort Code
Alliance & Leicester	Oasis Stores - Bacs chance a/c	2469634	n/a
Barclays Bank PLC	Warehouse-CHG SUP	30129364	20-65-82
Barclays Bank PLC	Warehouse-Lodgement	70502561	20-65-82
Barclays Bank PLC	Warehouse-Unpaid	70184667	20-65-82
Barclays Bank PLC	Warehouse Receipts	42250901	99-02-12
RBS Ulster	Warehouse Fashions Limited Receipts A/C	83515031	98-00-60
RBS Ulster	Warehouse Fashions Limited Unpays A/C	83515114	98-00-60
Barclays Bank PLC	Principles P-CHNG	00059765	20-65-82
Barclays Bank PLC	Principles Lodgements	80588261	20-65-82
Barclays Bank PLC	Principles-UNP	50735264	20-65-82
Barclays Bank PLC	Principles Receipts	42251701	99-02-12
Barclays Bank PLC	Bertie Shoes Limited	20372625	20-78-98
Barclays Bank PLC	Oasis Stores - Germany	0736270001	n/a
Barclays Bank PLC	The Shoe Studio Group Limited Main A/C - receipts & pay	90473014	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited No 2 A/C - store receipts	90983004	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited Credit Card Receipts	50372560	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited Euro receipts & payments	40256702	99-02-12

Part 4

Details of Intellectual Property

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
AE United Arab Emirates OASIS	3	28/09/1995 2365	02/03/1994 5296	02/03/2004	Registered Under Renewal
AE United Arab Emirates OASIS (English & Arabic)	25	02/03/1998 13883	23/09/1995 12836	22/09/2015	Under Renewal

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
AE United Arab Emirates OASIS (English & Arabic)	14	06/11/1996 14745	06/11/1996 19246	06/11/2016	Registered
AE United Arab Emirates OASIS (English & Arabic)	18	06/11/1996 14756	06/11/1996 19247	06/11/2016	Registered
AE United Arab Emirates ODILLE	24	22/04/2004 53046	20/04/2004 60249	20/04/2014	Registered
AE United Arab Emirates ODILLE	25	22/04/2004 53045	20/04/2004 60250	20/04/2014	Registered
AU Australia ODILLE	3, 20, 24, 25	02/08/2006 1112851	02/08/2015	02/08/2015	Pending
AU Australia OASIS	25	11/11/1991 566933	11/11/1991 A566933	11/11/2008	Registered
AU Australia OASIS	03, 14, 18, 35	19/01/2001 774400	29/09/1998 774400	29/09/2008	Registered
AU Australia OASIS SERIES	25, 42	18/12/1998 654551	01/03/1995 654551	01/03/2015	Registered
BH Bahrain OASIS	25	30/09/1995 19388	30/09/1995 1280/95	30/09/2015	Registered Renewed
BH Bahrain OASIS	14	07/08/1996 20832	07/08/1996 1369/96	07/08/2016	Registered Renewed
BH Bahrain OASIS	18	07/08/1996 20833	07/08/1996 1370/96	07/08/2016	Registered Renewed
BH Bahrain OASIS IN ARABIC	25	27/11/1995 19661	27/11/1995 1595/95	27/11/2015	Registered Renewed
BH Bahrain OASIS IN ARABIC	18	07/08/1996 20830	07/08/1996 1367/96	07/08/2016	Registered Renewed
BH Bahrain OASIS IN ARABIC	14	07/08/1996 20831	07/08/1996 1368/96	07/08/2016	Registered Renewed

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
BH Bahrain ODILLE	24	12/04/2004 41160	12/04/2004 41160	12/04/2014	Registered
BH Bahrain ODILLE	25	12/04/2004 41161	12/04/2004 41161	12/04/2014	Registered
BX Benelux OASIS	03, 14, 16, 18, 25	10/12/1993 548121	10/12/1993 807838	10/12/2013	Registered
CH Switzerland OASIS	13,14, 18, 25	22/03/1994 420880	22/03/1994 2141/1994/8	22/03/2014	Registered
CH Switzerland OASIS	35	01/05/1998 455375	01/05/1998 03514/1998	01/05/2008	Registered
CN China OASIS	25	14/02/2004 3071087	14/01/2002 3071087	13/02/2014	Registered
CN China OASIS	18, 25, 35		04/12/2002 794257	04/12/2012	Pending
CN China OASIS in Chinese Characters	18	14/05/2007 3928860	26/02/2004 3928860	13/05/2017	Registered
CN China OASIS in Chinese Characters	25	14/05/2007 3928859	26/02/2004 3928859	13/05/2017	Registered
CN China OASIS in Chinese Characters	18		14/09/2004 4268896		Pending
CN China OASIS in Chinese Characters	25		14/09/2004 4268895		Pending
CY Cyprus OASIS	25	11/07/2000 57028	11/07/2000 57028	11/07/2021	Registered
CY Cyprus OASIS	14	11/07/2000 57026	11/07/2000 57026	11/07/2021	Pending Advertised
CY Cyprus OASIS	18	11/07/2000 57027	11/07/2000 57027		Pending Advertised
DE Germany OASIS	14,18, 25	08/12/1993 2097227	08/12/1993 016641/14 WZ	08/12/2013	Registered
DK Denmark	3, 14, 18,25, 35	18/12/2000	21/07/2000	18/12/2010	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
OASIS		2000 05909	2000 03160		
DK Denmark OASIS LOGO	03, 14, 18, 25	12/01/2000 2000 00225	20/05/1994 3624/1994	12/01/2010	Registered
EM European Mark (OHIM) OASIS	3, 14, 18, 21, 25	01/04/1996 206250	01/04/1996 206250	01/04/2016	Registered
EM European Mark (OHIM) ODILLE	03, 20, 24, 25	17/03/2004 3716644	17/03/2004 371664	17/03/2014	Registered
FI Finland OASIS	14, 18, 25, 35	15/03/2006 235601	27/07/2001 T200102337	15/03/2016	Registered
FR France OASIS	03, 14, 18, 25	30/12/1993 93499068	30/12/1993 93/499068	30/12/2013	Registered
GB United Kingdom LOVE ROSA (series of 2)	16, 18, 25	08/04/2004 2360617	08/04/2004 2360617	08/04/2014	Registered
GB United Kingdom OASIS	16	17/06/2000 2236386	17/06/2000 2236386	17/06/2010	Registered
GB United Kingdom OASIS	35	23/08/2000 2243429	23/08/2000 2243429	23/08/2010	Registered
GB United Kingdom OASIS	03, 05, 21	24/09/1919 395527A	24/09/1919 395527A	24/09/2013	Registered
GB United Kingdom OASIS	03	08/11/1977 1086263A	08/11/1977 1086263A	08/11/2008	Registered
GB United Kingdom OASIS	25	29/07/1985 1247151	29/07/1985 1247151	29/07/2006	Registered
GB United Kingdom OASIS	18	09/12/1993 1556079	09/12/1993 1556079	09/12/2010	Registered
GB United Kingdom OASIS	24	26/04/1995 2020040B	26/04/1995 2020040B	26/04/2015	Registered
GB United Kingdom	14, 25	14/10/2002	14/10/2002	14/10/2012	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
OASIS		2313153	2313153		
GB United Kingdom OASIS	9	13/05/2003 2331947	13/05/2003 2331947	13/05/2013	Registered
GB United Kingdom OASIS	25	04/07/2003 2336917	04/07/2003 2336917	04/07/2013	Registered
GB United Kingdom OASIS	20, 24		29/10/2004 2376866	29/10/2014	Pending Advertised
GB United Kingdom OASIS DEVICE	14	20/01/1989 1370546	20/01/1989 1370546	20/01/2006	Registered
GB United Kingdom OASIS DEVICE	03	25/03/1994 1566825	25/03/1994 1566825	25/03/2011	Registered
GB United Kingdom OASIS DEVICE	18	25/03/1994 1566826	25/03/1994 1566826	25/03/2011	Registered
GB United Kingdom OASIS LOGO	25	20/01/1989 1370731	20/01/1989 1370731	20/01/2016	Registered
GB United Kingdom OASIS LOGO	14	20/01/1989 1370699	20/01/1989 1370699	20/01/2016	Registered
GB United Kingdom OASIS LOGO	25	20/01/1989 1370547	20/01/1989 1370547	20/01/2016	Registered
GB United Kingdom OASIS Trading Palm Device	20	13/07/1978 1098669	13/07/1978 1098669	13/07/2009	Registered
GB United Kingdom OASIS Trading Palm Tree Device	25	13/07/1978 1098670	13/07/1978 1098670	13/07/2009	Registered
GB United Kingdom ODILLE OASIS stylised	03, 20, 24, 25	22/02/2006 2385058	22/02/2006 2385058	22/02/2015	Registered
GB United	18, 25	20/12/2000	20/12/2000	20/12/2010	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
Kingdom URBAN OASIS		2256357	2256357		
GB United Kingdom WASH AND WEAR DEVICE	25	26/11/1993 B1554723	26/11/1993 1554723	26/11/2010	Registered
GI Gibraltar OASIS	3	19/12/2006 9334	19/12/2006 9334	19/12/2015	Registered
GI Gibraltar OASIS	9	19/12/2006 9337	19/12/2006 9337	19/12/2015	Registered
GI Gibraltar OASIS	35	19/12/2006 9341	19/12/2006 9341	19/12/2015	Registered
GI Gibraltar OASIS	14, 25	19/12/2006 9335	19/12/2006 9335	19/12/2015	Registered
GI Gibraltar OASIS	16	19/12/2006 9338	19/12/2006 9338	19/12/2015	Registered
GI Gibraltar OASIS	18	19/12/2006 9336	19/12/2006 9336	19/12/2015	Registered
GI Gibraltar OASIS	24	19/12/2006 9339	19/12/2006 9339	19/12/2015	Registered
GI Gibraltar OASIS	25	19/12/2006 9340	19/12/2006 9340	19/12/2015	Registered
HK Hong Kong OASIS	25	15/08/1995 6307/1998	15/08/1995 10068/95	15/08/2016	Registered
HK Hong Kong OASIS	42	15/08/1995 787/1998	15/08/1995 10069/95	15/08/2016	Registered
HK Hong Kong OASIS	9	04/04/2003 300002627	04/04/2003 300002627	03/04/2013	Registered
HK Hong Kong OASIS Chinese Characters	18, 25	26/02/2004 300166040	25/02/1995 300166040	25/02/2014	Registered
HK Hong Kong OASIS	14	15/08/1995 854/97	15/08/1995 10066/95	15/08/2016	Registered
HK Hong Kong OASIS	18	15/08/1995 855/97	15/08/1995 10067/95	15/08/2016	Registered
HK Hong Kong OASIS	25	15/08/1995 6307/97	15/08/1995 10068//65	15/08/2016	Registered
HK Hong Kong	42	15/08/1995	15/08/1995	15/08/2016	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
OASIS		787/1998	10069/95		
ID Indonesia OASIS & logo	25	15/08/1997 3820576	15/08/1997 D95 21846	21/11/2005	Registered under renewal
ID Indonesia ODILLE	24		23/08/2006 D00 2006 016252	23/08/2015	Pending
ID Indonesia ODILLE	3		23/08/2006 D00 2006 016262	23/08/2015	Pending
ID Indonesia ODILLE	25		23/08/2006 D00 2006 016254	23/08/2015	Pending
ID Indonesia ODILLE	20		23/08/2006 D00 2006 016263	23/08/2015	Pending
IE Ireland OASIS	16	19/06/2000 226478	19/06/200 00/2266	18/06/2010	Registered
IE Ireland OASIS	25	14/03/1994 166336	14/03/1994 94/1645	13/03/2011	Registered
IE Ireland OASIS	18	14/03/1994 166335	14/03/1994 94/1644	13/03/2011	Registered
IE Ireland OASIS	14	14/03/1994 166335	14/03/1994 94/1643	13/03/2011	Registered
IE Ireland OASIS	03	01/11/1977 93899	01/11/1977	31/10/2008	Registered
IE Ireland OASIS DEVICE	25	14/03/1994 159638	14/03/1994 94/1654	13/03/2011	Registered
IE Ireland OASIS DEVICE	18	14/03/1994 159637	14/03/1994 94/1653	13/03/2011	Registered
IE Ireland OASIS DEVICE	14	14/03/1994 159636	14/03/1994 94/1652	13/03/2011	Registered
IE Ireland OASIS DEVICE	03	14/03/1994 159635	14/03/1994 94/1651	13/03/2011	Registered
IE Ireland WASH AND WEAR LABEL	25	14/03/1994 161602	14/03/1994 94/1650	13/03/2011	Registered
IL Israel OASIS	25	12/06/1996 105748	12/06/1996 105748	12/06/2017	Registered
IN India OASIS	25		25/11/2004 1322303		Pending Advertised

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
IN India OASIS	3, 9, 14, 16, 18, 21, 24, 25				Unfiled
IL Israel OASIS	25	12/06/2005 1385618	12/06/1996 105748	12/06/2017	Registered
IN India OASIS	25		25/11/2004 1322303	25/11/2004 1322303	Pending Advertised
IN India ODILLE	3, 20, 24, 25	19/09/2005 1385618	19/09/2006 1385618	19/09/2015	Pending
IS Iceland LOVE ROSA Logo	16, 18, 25	04/02/2006 101/2006	19/08/2006 2203/2004	04/02/2015	Registered
IS Iceland ODILLE	24	06/10/2004 764/2004	30/03/2004 882/2004	06/10/2014	Registered
IS Iceland ODILLE	25	06/10/2004 765/2004	30/03/2004 883/2004	06/10/2014	Registered
IT Italy OASIS	03, 14, 18, 25	18/09/1996 686544	21/01/1994 Rm94c000244	21/01/2004	Registered Under Renewal
JO Jordan OASIS (English and Arabic)	25	17/09/1995 7190	17/09/1995 39297	17/09/2012	Registered
JO Jordan OASIS (English and Arabic)	9	14/02/2002 79598	14/02/2006 79598	14/02/2015	Registered
JO Jordan OASIS (English and Arabic)	14	14/02/2006 75053	14/02/2006 79053	14/02/2015	Registered
JO Jordan OASIS (English and Arabic)	18	14/02/2006 79054	14/02/2006 79054	14/02/2015	Registered
JO Jordan OASIS (English & Arabic)	42	14/02/2005 80105	14/02/2005 80105	14/02/2015	Registered
JP Japan OASIS	25	01/08/1997 4038272	07/04/1994 6-35223	01/08/2017	Registered
JP Japan OASIS	24, 25	28/01/1983 1564122-2		28/01/2013	Registered
JP Japan OASIS	18	14/11/1997 3359841	07/04/1994 6-35222	14/11/2017	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
JP Japan OASIS	14	03/04/1998 4132461	07/04/1994 6-35221	03/04/2008	Registered
KR Korea, South OASIS	25	05/04/2006 613590	22/12/2003 2003-56609	04/04/2015	Registered
KW Kuwait OASIS	25	24/10/1995 29906	24/10/1995 32194	23/10/2015	Registered
KW Kuwait OASIS	03	23/07/1997 34848	23/07/1997 37214	23/07/2017	Registered
KW Kuwait OASIS	14	23/07/1997 33485	23/07/1997 37215	23/07/2017	Registered
KW Kuwait OASIS	18	23/07/1997 33504	23/07/1997 37216	23/07/2017	Registered
KW Kuwait OASIS (English & Arabic)	25	23/07/1997 45864	23/07/1997 37217	23/07/2017	Registered
KR Korea, South OASIS	9, 35	21/05/2003 805951	2105/2003 805951	21/05/2013	Registered
KW Kuwait Oasis (English & Arabic)	25	23/07/1997 45864	23/07/1997 37217	23/07/2007	Registered
KW Kuwait ODILLE	24				Unfiled
KW Kuwait ODILLE	25				Unfiled
MT Malta OASIS	14	28/01/2005 43117	28/01/2005 43117	28/01/2015	Pending
MT Malta OASIS	18	28/01/2005 43118	28/01/2005 43118	28/01/2015	Pending
MT Malta OASIS	25	28/01/2005 43119	28/01/2005 43119	28/01/2015	Pending
MT Malta OASIS	35	25/01/2006 43116	28/01/2006 43116	28/01/2015	Registered
MT Malta OASIS	14	25/10/02 02013331	25/10/2002 02013331	25/10/2012	Registered
MT Malta OASIS	18		25/10/2002 2002-13332		Suspended
MT Malta OASIS	25		25/10/2002 2002-13333		Suspended

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
MT Malta OASIS	35		25/10/2002 2002-13334		Pending
MY Malaysia OASIS	9	14/04/2003 03004349	14/04/2003 03004349	14/04/2013	Pending Advertised
MO Macau ODILLE	3	09/11/2006 N/018083	03/08/2006 N/18083	09/11/2012	Registered
MO Macau ODILLE	20	09/11/2006 N/018084	03/08/2006 N/18084	09/11/2012	Registered
MO Macau ODILLE	25	09/11/2006 N/018086	03/08/2006 N/18086	09/11/2012	Registered
MO Macau ODILLE	24	09/11/2006 N/018085	03/08/2006 N/18085	09/11/2012	Registered
MY Malaysia ODILLE	20		05/08/2006 05013180	05/08/2015	Pending Advertised
MY Malaysia ODILLE	3		05/08/2006 05013179	05/08/2015	Pending
MY Malaysia ODILLE	25		05/08/2006 05013182	05/08/2015	Pending
NO Norway ODILLE		02/10/2006 235231	01/06/2004 200405912	02/10/2016	Registered
NZ New Zealand OASIS	03	15/09/1995 253610	15/09/1995 253610	15/09/2016	Registered
NZ New Zealand OASIS	14	15/09/1995 253611	15/09/1995 253611	15/09/2016	Registered
NZ New Zealand OASIS	18	15/09/1995 253612	15/09/1995 253612	15/09/2016	Registered
NZ New Zealand	3, 20, 24, 25	08/08/2006 733774	08/08/2006 733774	08/08/2015	Registered
NZ New Zealand OASIS	25	19/06/1981 137603	19/06/1981 137603	19/06/2016	Registered
OM Oman ODILLE	25	16/05/2006 34118	15/08/2004 34118	15/08/2014	Registered
OM Oman ODILLE	24	16/05/2006 34117	15/08/2004 34117	15/08/2014	Registered
OM Oman	20	16/05/2006	15/08/2004	15/08/2014	Pending

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
ODILLE		34116	34116		
OM Oman ODILLE	03		15/08/2004 34115	15/08/2014	Pending Advertised
PH Philippines OASIS	14, 18, 25		17/03/2003 4-2003-0002475		Pending
PH Philippines OASIS	14, 18, 25		17/03/2003 4-2003-0002475		Pending
PH Philippines OASIS	9, 35		14/05/2003 4-2003-04312		Pending
PH Philippines ODILLE	3, 20, 24, 25	03/08/2006	4-2006-007414		Pending
OM Oman ODILLE	3	15/08/2004 34115	15/08/2014	15/08/2014	Pending Advertised
PH Philippines OASIS	14, 18, 25	17/03/2003	4-2003-0002475		Pending
PH Philippines OASIS	9, 35		14/05/2003 4-2003-04312		Pending
PH Philippines Odille	3, 20, 24, 25	03/08/2006	4-2006-007414		Pending
QA Qatar OASIS & ARABIC	03	22/09/1996 15688	22/09/1996 15688	22/09/2016	Registered Renewed
QA Qatar OASIS & ARABIC	14	22/09/1996 15689	22/09/1996 15689	22/09/2016	Registered Renewed
QA Qatar OASIS & ARABIC	18	22/09/1996 15690	22/09/1996 15690	22/09/2016	Registered
QA Qatar OASIS (English & Arabic)	25	12/10/2002 14290	04/12/1995 14290	04/12/2015	Registered
QA Qatar ODILLE	24		14/04/2004 32197	14/04/2014	Pending
QA Qatar ODILLE	25		14/04/2004 32198	14/04/2014	Pending
SA Saudi Arabia OASIS (English & Arabic)	25	27/10/1996 387/54	15/10/1995 31280	14/03/2015	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
SA Saudi Arabia OASIS (English & Arabic)	14	01/02/2000 518/97	19/12/1998 47234	19/08/2008	Registered
SA Saudi Arabia OASIS (English & Arabic)	18	13/06/2000 534/28	19/12/1998 47235	24/08/2008	Registered
SA Saudi Arabia ODILLE	25	22/10/2006 810/96	10/08/2004 91516	17/03/2014	Registered
SA Saudi Arabia ODILLE	24	22/10/2006 810/95	10/08/2004 91515	17/03/2014	Registered
SA Saudi Arabia ODILLE	20	22/10/2006 810/94	10/08/2004 91514	17/03/2014	Registered
SA Saudi Arabia ODILLE	03	02/12/2006 815/25	10/08/2004 91513	17/04/2014	Registered
TH Thailand OASIS	18	04/07/2003 Kor205612	04/07/2003 523330	003/07/2013	Registered
TH Thailand OASIS	14	04/07/2003 Kor201663	04/07/2003 5233329	03/07/2013	Registered
TH Thailand OASIS	35	04/07/2003 Bor32556	04/07/2003 523331	03/07/2013	Registered
TH Thailand ODILLE	25	26/08/2003 Kor247567	26/08/2006 601203	26/08/2015	Registered
TR Turkey OASIS	14, 18, 25, 42	20/08/2001 2001/16524	20/08/2001 78434/21	20/08/2011	Registered
TW Taiwan OASIS	25	01/05/1992 558482		30/04/2012	Registered
TW Taiwan OASIS	14	16/04/1992 557620		15/04/2012	Registered
TW Taiwan OASIS	18	31/10/1994 660059	01/04/1994 149483-025761	31/10/2014	Registered
TW Taiwan OASIS	25	16/12/1996 741144	01/08/1995 84-038691	15/12/2006	Registered
TW Taiwan OASIS	35	16/04/2004 1095153	14/04/2003 92017868	15/04/2014	Registered
TW Taiwan OASIS LONDON	14, 18, 25, 35				
TW Taiwan	3, 20, 24,	16/10/2006	17/08/2005	15/10/2016	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
ODILLE	25	1233562	94039586		
US United States of America OASIS	3, 9, 14, 25				Pending Advertised
US United States of America OASIS	18		76/312144		Pending
US United States of America ODILLE	3, 20, 24, 25		13/08/2004 7606941		Pending
US United States of America ODILLE	35		13/08/2004 76/607942		Pending Advertised
VN Vietnam OASIS	9, 14, 18, 25, 35	02/11/2004 58229	25/08/2003 4200307276	25/08/2013	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration	3, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
OASIS					
WO International Registration OASIS	14, 18, 25, 35	04/12/2002 794257	04/12/2002 794257	04/12/2012	Registered
WO International Registration OASIS	35	21/05/2003 805951	21/05/2003 805951	21/05/2013	Registered
WO International Registration OASIS	9, 35	21/05/2003 805951	21/05/2003 805951	21/05/2013	Registered
WO International Registration OASIS	9	10/06/2006 860451	10/06/2015 860451	10/06/2015	Registered
WO International Registration ODILLE	3, 20, 24, 25	02/08/2006 881536	02/08/2015 881536	02/08/2015	Registered
SA Saudi Arabia COAST LONDON	25	04/03/2003 753/33	04/03/2003 81512	07/11/2012	Registered
SA Saudi Arabia COAST LONDON	35	04/03/2003 711/60	04/03/2003 81511	04/11/2012	Registered
SA Saudi Arabia COAST LONDON	14	04/03/2003 753/32	04/03/2003 81509	07/11/2012	Registered
SA Saudi Arabia COAST LONDON	18	04/03/2003 781/87	04/03/2003 81510	07/11/2012	Registered
QA Qatar Coast London	25	06/12/2006 29231	22/02/2003 29231	22/02/2013	Registered
QA Qatar COAST LONDON	35	17/12/2006 29232	22/12/2003 29232	22/02/2013	Registered
QA Qatar	14	17/12/2006 29229	22/12/2003 29229	22/02/2013	Registered
QA Qatar COAST LONDON	18	17/12/2006 29230	22/12/2003 29230	22/12/2003	Registered
OM Oman COAST LONDON	18	21/09/2005 30025	23/02/2003 30025	23/02/2013	Registered
OM Oman	25	21/09/2005	23/02/2003	23/02/2013	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
COAST LONDON		30026	30026		
OM Oman COAST LONDON	14	21/09/2005 30024	23/02/2003 30024	23/02/2013	Registered
NO Norway ODILLE	3,20 24, 25	12/09/2005 228121	10/08/2004 200408232	12/09/2015	Registered
KW Kuwait ODILLE	24		17/10/2007 89177	17/10/2017	Pending
KW Kuwait ODILLE	25		17/10/2007 89178	17/10/2007	Pending
KW Kuwait COAST W ARABIC	35		29/07/2006 78716	29/07/2016	Pending Accepted
KW Kuwait Coast	25		14/08/2006 79030	14/08/2006	Pending Accepted
KW Kuwait COAST	35		29/07/2006 78717	29/07/2016	Pending Accepted
KW Kuwait COAST	14	14/08/2006 65006	14/08/2006 79028	13/08/2016	Registered
KW Kuwait COAST	18		14/08/2006 79029	14/08/2016	Pending Advertised
Jo Jordan COAST IN ARABIC AND ENGLISH	35	14/02/2005 78850	14/02/2005 78850	14/02/2015	Registered
Jo Jordan COAST IN ARABIC AND ENGLISH	18	14/02/2005 87488	14/02/2005 87488	14/02/2015	Registered
Jo Jordan Coast in Arabic and English	9	14/02/2005 87489	14/02/2005 87489	14/02/2015	Registered
Jo Jordan COAST IN ARABIC AND ENGLISH	14	14/02/2005 87490	14/02/2005 87490	14/02/2015	Registered
AE United Arab Emirates COAST	18	20/04/2004 50095	20/04/2004 60252	20/04/2014	Registered
AE United Arab	14	20/04/2004	20/04/2004	20/04/2014	Registered

County & Trademark name	Class	Registration No & Date	Application No & Date	Renewal Date & Quinn	Status
Emirates COAST		50096	60251		
AE United Arab Emirates COAST IN ARABIC	14	05/10/2005 54379	05/10/2004 64036	05/10/2014	Registered

Part 5

Details of Relevant Contracts

None

Part 6

Details of Insurances

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3153784
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 14
MARCH 2008 AND CREATED BY BERTIE SHOES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
GROUP COMPANY TO THE SECURITY TRUSTEE AND/OR THE
OTHER FINANCE PARTIES (OR ANY OF THEM) 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
27 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PS