

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

16762/80

395

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

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

For official use

Company number

[]

3265181

Name of company

* TETLEY GB HOLDINGS LIMITED (the Company)

Date of creation of the charge

28th February, 2003

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

A debenture between the company, certain of its subsidiaries and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International, London Branch (the Debenture).

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 in any other capacity whatsoever) of each Obligor to the Lenders (or any of them) under each or any of the Senior Finance Documents and the SRCF Finance Documents together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement of its respective rights under the Senior Finance Documents or the SRCF Finance Documents (as the case may be) or any other document evidencing or securing any such liabilities PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, this Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 (the Secured Liabilities).

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

Rabobank International, London Branch, Thames Court, One Queenhithe, London (the Bank)

Postcode EC4V 3RL

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

Allen & Overy
One New Change
London
EC4M 9QQ

For official Use
Mortgage Section

NON PAY

ACK/MAAR/BK:1036015

Time critical reference

Barcode

PMO COMPANIES HOUSE 0471
#PDA70667# 14B1G3

AOB COMPANIES HOUSE 0863
#AMXOLJKS# 26/03/03

A45 COMPANIES HOUSE 0660
#AELPXJSM# 14/03/03

Short particulars of all the property mortgaged or charged

Please see continuation sheets.

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)

Nil.

Signed

Date 13th March, 2003

On behalf of [Company] [Mortgagee/chargee]

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

t 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 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

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Short Particulars of all property mortgaged or charged

1. Pursuant to the terms of the Debenture, the Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as agent and trustee for the Secured Parties):
 - (a) by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule A to this Companies Form M395, together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained (the charge in relation to any such leasehold property to take effect immediately on such consent being obtained);
 - (b) by way of first legal mortgage all estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, (except any Security Assets specified in paragraph (a) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
 - (c) by way of first fixed charge:
 - (i) (to the extent that the same are not the subject of a mortgage under paragraphs (a) and/or (b) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;
 - (ii) all plant, machinery, computers and vehicles now or in the future owned by it and, subject to any necessary third party's consent to such charge being obtained, its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of the Company's stock in trade or work in progress;
 - (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts, but excluding any Cash Collateral Prepayment Account) with any bank, financial institution or other person and the debts represented thereby, provided that without prejudice to any other provision of Clause 4 of the Debenture, any such monies paid out of such accounts without breaching

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the terms of the Secured Finance Documents and not paid into another such account in the name of the Company shall be released from the fixed charge effected by this sub-paragraph (iii) upon the proceeds being so paid out;

- (iv) (to the extent not effectively assigned under Clause 4.3 of the Debenture) all proceeds in respect of the Insurances and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision of this Clause 4 of the Debenture (and in particular but without limitation to sub-paragraph (iii) above) such proceeds shall be released automatically from the fixed charge effected by this sub-paragraph (v) upon those proceeds being credited to any Security Account;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (c) and are not effectively assigned under Clause 4.3 of the Debenture) all of its rights and benefits under each of the Relevant Agreements, all bills of exchange and other negotiable instruments held by it, and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of Intellectual Property Rights or similar agreements entered into by it and any letters of credit issued in its favour;
- (vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) above and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (x) its present and future uncalled capital;
- (xi) all its present and future Intellectual Property Rights (including, without limitation, any rights and interest of the Company in those patents and trade marks and designs, if any, specified in Schedule B to this Companies Form M395 owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent or otherwise) the charge thereof purported to be effected by Clause 4.1(c)(xi) of the Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect

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thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities; and

- (xii) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time not charged pursuant to Clause 4.2 of the Debenture, excluding shares in Joint Ventures over which Encumbrances are not permitted (or not permitted without consent of another party) by the terms of the agreements stabilising and regulating such Joint Ventures (as in effect at the date hereof),

PROVIDED THAT any property or assets situate in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be excluded from the mortgages and charges created or effected by paragraphs (a) to (c) inclusive above.

2. Pursuant to the terms of the Debenture, the Company as sole beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, hereby as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Secured Parties (or any of them):

- (a) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the Secured Parties) all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (b) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the Secured Parties) all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

PROVIDED THAT:

- (i) whilst no Event of Default has occurred or is continuing, all dividends and other distributions paid or payable as referred to in paragraph (b) above may be paid directly to the relevant Chargor (in which case the Security Agent or its nominee shall promptly execute any necessary dividend mandate) and, if paid directly to the Security Agent, shall be paid promptly by it to the relevant Chargor;
- (ii) whilst no Event of Default has occurred or is continuing, the Security Agent shall use all its reasonable endeavours to forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Group Shares; and
- (iii) subject to Clause 10.2 of the Debenture, whilst no Event of Default has occurred or is continuing, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor or, where the shares have been registered in the name of the Security Agent or its nominee, as the relevant Chargor may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the relevant Chargor to do so.

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Short Particulars of all property mortgaged or charged

For the purposes of Clause 4.2 of the Debenture only the definition of Group Shares shall exclude any shares held in the share capital of Tetley Australia Pty Limited from time to time.

- 3(a) Pursuant to the terms of the Debenture, the Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), hereby assigns and agrees to assign to the Security Agent (as agent and trustee for the Secured Parties) all its right, title and interest (if any) in and to:
- (i) any and all proceeds of the Insurances;
 - (ii) the Hedging Agreements;
 - (iii) the Intra Group Loan Agreements;
 - (iv) the Tata Joint Venture Agreement;
 - (v) the Empirical Joint Venture Agreement;
 - (vi) the Southern Tea Joint Venture Agreement; and
 - (vii) the Tetley ACI Joint Venture Agreement.
- (b) To the extent that any such right, title and interest described in paragraph (a) of Clause 4.3 of the Debenture is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them).
- (c) Whilst no Event of Default exists (or an Event of Default has occurred but has been waived)
- (i) the Security Agent shall permit the relevant Chargor to exercise its rights (other than to receive payment of money) under any Relevant Agreement to which it is party, **PROVIDED THAT** the exercise of these rights in the manner proposed would not result in a Default under the terms of the Senior Finance Documents or the SRCF Finance Documents, and (ii) any payments received by the Security Agent under or in respect of the Relevant Agreements by virtue of this Debenture shall be paid by the Security Agent to the relevant Chargor save to the extent required by the terms of the Senior Facility Agreement, the SRCF Agreement or, as the case may be, the Priority Agreement to be applied against any of the Secured Liabilities which are then due and payable (or as a result of such receipt become due and payable).
4. Pursuant to the terms of the Debenture, the Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject always to

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all mortgages, fixed charges and assignments created by or pursuant to Clause 4 of the Debenture or any other provision of the Debenture.

5. Pursuant to the terms of the Debenture:

- (a) Except as provided below, the Security Agent may by notice only to any Chargor convert the floating charge hereby created into a specific charge as regards all or any of such Chargor's assets, rights and property (except to the extent that any such conversion is ineffective under the laws of Scotland in respect of any such assets, rights and property situated in Scotland) specified in the notice:
- (i) if an Event of Default has occurred and is continuing and has not been waived by the Security Agent; or
 - (ii) if the Security Agent in good faith considers such assets, rights or property 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 immediate jeopardy; or
 - (iii) if such Chargor fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligations under Clause 5.2 of the Debenture.
- (b) The floating charge hereby created may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000.
- (c) The floating charge hereby created shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of any Chargor:
- (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator; or
 - (ii) on the convening of any meeting of the members of such Chargor to consider a resolution to wind such Chargor up (or not to wind such Chargor up),

PROVIDED THAT Clause 5.3(c) of the Debenture shall not apply to any of the Chargor's undertaking and assets situate in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

- (d) The floating charge hereby created is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (e) The giving by the Security Agent of a notice pursuant to paragraph (a) above in relation to any class of any Chargor's assets, rights and property shall not be construed as a waiver or

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abandonment of the Security Agent's rights to give other similar notices in respect of any other class of assets or of any other of the rights of the Secured Parties (or any of them) hereunder or under any of the other Secured Finance Documents.

6. The Company undertakes to each Lender that, save as expressly permitted under the terms of the Debenture, the Senior Facility Agreement and the SRCF Agreement it will not:
 - (a) create or permit to subsist any Encumbrance over all or any of its assets, rights or property other than pursuant to this Debenture or any other Security Document; or
 - (b) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

The following terms used in this Companies Form 395 have the meanings set out below:

Accession Agreement means an agreement substantially in the form of Schedule F made pursuant to Clause 19.1 (a **Borrower Accession Agreement**) or Clause 19.2 (a **Guarantor Accession Agreement**) or Clause 19.4 of the Senior Facility Agreement.

Additional Guarantor means any entity which becomes party hereto as a Guarantor pursuant to a Guarantor Accession Agreement.

Agent means:

- (a) when designated **Facility**, Rabobank International, London Branch or any of its successors appointed as such pursuant to the Senior Facility Agreement; and
- (b) when designated **Security**, Rabobank International London Branch or any of its successors appointed as such pursuant to the Senior Facility Agreement and/or any corresponding provision of any Security Document; and
- (c) without any such designation, the Facility Agent or the Security Agent, as the context requires.

Ancillary Bank means any Bank which becomes an Ancillary Bank pursuant to the Senior Facility Agreement.

Arranger has the meaning given to it in the SRCF Agreement.

Bank means each of Rabobank International, London Branch and The Royal Bank of Scotland plc or any other bank or financial institution or other person to which rights and/or obligations are assigned or transferred in accordance with the Senior Facility Agreement or which assumes rights and obligations pursuant to a Substitution Certificate (as defined in the Senior Facility Agreement).

Cash Collateral Prepayment Account has the meaning given to that term in the Senior Facility Agreement.

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Chargors means Tata Tea (GB) Limited, the companies identified as Chargors in Schedule 1 of the Debenture together with each company which becomes a party to the Debenture by executing a Deed of Accession (each a **Chargor** and together the **Chargors**).

Collateral Account means each account maintained from time to time by the Company at such branch of the Account Bank as the Security Agent may from time to time approve being, at the Effective Date, those Accounts with the Account Bank identified in a letter dated the Effective Date from the Company to the Security Agent and countersigned by the Security Agent for the purposes of identification.

Convertible Loan Stock Creditor has the meaning given to it in the Priority Agreement.

Deed of Accession means a deed substantially in the form of Schedule 7 of the Debenture executed, or to be executed, by a Chargor.

Effective Date means the date (if any) on which the Facility Agent gives the notice referred to in Clause 4.1 of the Senior Facility Agreement.

Empirical Joint Venture Agreement has the meaning given to that term in the Senior Facility Agreement until the Senior Discharge Date and thereafter the meaning given to that term in the SRCF Agreement.

Encumbrance means any standard security, assignation in security, bond and floating charge, mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien).

Event of Default has the meaning given to that term (i) (prior to the Senior Discharge Date) in the Senior Facility Agreement and (ii) (after the Senior Discharge Date but prior to the SRCF Discharge Date) in the SRCF Agreement.

Existing Hedging Agreement means the confirmation dated 6th February, 2003 relating to Interest Rate Swap Reference 501175Q/00U04547 of the trade dated 30th March, 2000 and the confirmation dated 6th February, 2003 of Interest Rate Swap Reference 6376400/03U01394 of the trade dated 28th January, 2003 forming part of the ISDA Master Agreement between Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International) and Tata Tea (GB) Limited dated 29th March, 2000.

Fixtures means, in relation to any freehold or leasehold property charged by or pursuant to this security, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by any Chargor.

Group means Tata Tea (GB) Limited and its Subsidiaries from time to time.

Group Shares means all shares specified in Schedule C to this Companies Form M395 or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule C to this Companies Form M395 or as are specified in the Schedule to a Deed of Accession to which it is party, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other

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securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time other than shares in Joint Ventures over which Encumbrances are not permitted (or not permitted without consent of another party) by the terms of the agreements establishing and regulating such Joint Ventures (as in effect at the date hereof).

Guarantor means each entity identified as a Guarantor in Schedule 1 Part 2 of the Senior Facility Agreement and each Additional Guarantor.

Hedging Agreements means the Existing Hedging Agreement and any and all other interest rate swap and/or interest rate cap and/or other hedging agreements entered into or committed to be entered into by any member of the Group as constitute Hedging Documents (as defined in the Priority Agreement) or have been (and/or may be) agreed in writing between the Company and the Facility Agent to constitute the Hedging Agreements.

Hedging Documents has the meaning given to that term in the Priority Agreement.

Hedging Banks means each bank and financial institution named in Schedule 4 of the Priority Agreement (if any) and any other bank or financial institution which becomes party to the Priority Agreement as a Hedging Bank pursuant to the Priority Agreement in each case in its capacity as provider of interest rate or currency exchange rate or other hedging facilities permitted by the terms of the Senior Finance Documents and the SRCF Finance Documents to one or more of the Obligors, and includes any person to whom any Hedging Liabilities may be payable of owing (whether or not matured) from time to time.

Hedging Liabilities means all present and future liabilities (actual or contingent) payable or owing by the Obligors or any of them to the Hedging Banks or any of them under or in connection with the Hedging Documents, whether or not matured and whether or not liquidated, together in each case with:

- (a) any novation, deferral or extension of any of those liabilities permitted by the Priority Agreement and the Hedging Documents;
- (b) any claim for damages or restitution arising out of, by reference to or in connection with any of the Hedging Documents;
- (c) any claim flowing from any recovery by an Obligor or a receiver or liquidator thereof or any other person of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and
- (d) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

PROVIDED THAT, for the purposes of the Priority Agreement only and without prejudice to the liabilities secured by the Security Documents, the term Hedging Liabilities excludes (as against the SRCF Creditor but not as against any Convertible Loan Stock Creditor, Intercompany Creditor or any Investor):

- (i) any amount outstanding in excess of the limits specified in the Priority Agreement;
and

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- (ii) any amount outstanding and owed to a Hedging Bank which would not have been outstanding but for a breach of the Priority Agreement by that Hedging Bank.

Insurances means all contracts and policies of insurance (including, for the avoidance of doubt all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest.

Intellectual Property Rights means all know-how, patents, trade marks, service marks, designs, business names, domain names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

Intercompany Creditor has the meaning given to it in the Priority Agreement.

Intra Group Loan Agreements means:

- (a) the intercompany loan agreement dated on or about the date hereof between Tata Tea (GB) Limited as borrower and certain other members of the Group as lenders; and
- (b) the intercompany loan agreement dated on or about the date hereof between certain members of the Group as borrowers and Tata Tea (GB) Limited as lender.

Investors has the meaning given to it in the Priority Agreement.

Issuing Bank means Rabobank International, London Branch.

Joint Arrangers has the meaning given to that term in the Senior Facility Agreement.

Joint Ventures has the meaning given to that term in the Senior Facility Agreement.

LC Bank means Rabobank International London Branch, The Royal Bank of Scotland plc and/or any other bank which becomes an LC Bank pursuant to the Senior Facility Agreement.

Lender means each of the Senior Agent, the Security Agent, the Joint Arrangers, the Banks, each Ancillary Bank, the Issuing Bank, the LC Bank and the Hedging Banks parties to or having an interest under the Senior Finance Documents from time to time and each of the Security Agent, the Arranger, the SRCF Agent and the SRCF Lenders parties to or having an interest under the SRCF Finance Documents from time to time (together the **Lenders**).

Majority Banks means the Majority Banks as defined in the Senior Facility Agreement.

Non-Compete Side Letter means the side letter dated 10th March, 2000 as amended on or about the date of the Debenture from Tata Tea Limited and Tata Tea Inc. to Tata Tea (GB) Limited setting out the non-compete arrangements between such companies and the Group.

Obligor means each Obligor under, and as defined in, the Senior Facility Agreement and each Obligor under, and as defined in, the SRCF Agreement.

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Priority Agreement means a deed dated the date of the Debenture made between, amongst others, Tata Tea (GB) Limited, the Chargors, the Lenders and others providing for the ranking and relative priorities of certain obligations of, amongst others, the Chargors.

Realisations Account means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 13.2 of the Debenture at such branch or branches of an Account Bank as the Security Agent may from time to time approve.

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date hereof on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

Relevant Agreements means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.3 of the Debenture and/or any Deed of Accession together with any and each other agreement or instrument supplementing or amending any such agreement or contract.

Secured Party means each of the Lenders (together the **Secured Parties**).

Security Accounts means the Collateral Accounts and the Realisations Accounts.

Security Assets means all assets, rights and property of the Chargors or any of them the subject of any security created hereby or pursuant hereto and includes, for the avoidance of doubt, each Chargor's rights to or interests in any chose in action and the Security Shares.

Security Documents means this Debenture, each Deed of Accession and every other document entered into by Tata Tea (GB) Limited or any Subsidiary of Tata Tea (GB) Limited pursuant to the Debenture and/or Clause 19.3 (Security) of the Senior Facility Agreement and/or Clause 17.2 (Security) of the SRCF Agreement.

Security Shares means the Group Shares and the Related Rights and, in the case of each Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect thereof.

Senior Agent means Rabobank International, London Branch in its capacity as facility agent under the Senior Facility Agreement and its permitted successors and assigns.

Senior Discharge Date has the meaning given to that term in the Priority Agreement.

Senior Facility Agreement means the facility agreement dated 28th February, 2003 between, amongst others, the Borrowers, the Guarantors, the Joint Arrangers, the Banks, (each as defined therein) the Security Agent and the Senior Agent, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

Senior Finance Documents has the meaning given to that term in the Senior Facility Agreement and includes any and each other agreement or instrument supplementing or amending any of such documents.

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Southern Tea Joint Venture Agreement has the meaning given to that term in the Senior Facility Agreement until the Senior Discharge Date and thereafter the meaning given to that term in the SRCF Agreement.

SRCF Agent means Rabobank International, London Branch as facility agent for the SRCF Lenders under the SRCF Agreement and any of its permitted successors or assigns.

SRCF Discharge Date has the meaning given to that term in the Priority Agreement.

SRCF Agreement means the subordinated revolving credit facility agreement dated 28th February, 2003 between, amongst others, the Borrower, the Guarantors, the Arranger, the Lenders (each as defined therein) and the Security Agent, together with each Guarantor Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

SRCF Finance Documents has the meaning given to that term in the SRCF Agreement.

SRCF Lender means Rabobank International, London Branch or any other bank or financial institution or other person to which rights and/or obligations are assigned or transferred in accordance with the SRCF Agreement or which assumes rights and obligations pursuant to a Substitution Certificate (as defined in the SRCF Agreement).

Substitution Certificate has the meaning given to that term in the Senior Facility Agreement and the SRCF Agreement.

Tata Joint Venture Agreement has the meaning given to that term in the Senior Facility Agreement until the Senior Discharge Date and thereafter the meaning given to that term in the SRCF Agreement.

Tetley ACI Joint Venture Agreement has the meaning given to that term in the Senior Facility Agreement until the Senior Discharge Date and thereafter the meaning given to that term in the SRCF Agreement.

Tetley GB Holdings Limited

Short Particulars of all property mortgaged or charged

SCHEDULE A

Part I

Freehold Property

1. All that freehold land on the south side of Cleasby Way, Durham Lane Industrial Park, Eaglescliffe, Stockton-on-Tees, Cleveland as the same is registered with title absolute under title number CE17259.
2. All that freehold land on the east side of Durham Lane at Durham Lane Industrial Park, Eaglescliffe, Stockton-on-Tees, Cleveland as the same is registered with the title absolute under title number CE129669.
3. All that freehold land on the east side of Durham Lane at Durham Lane Industrial Park, Eaglescliffe, Stockton-on-Tees, Cleveland as the same is registered with title absolute under title number CE143645.

Tetley GB Holdings Limited
Short Particulars of all property mortgaged or charged

SCHEDULE A**Part II****Leasehold Property**

1. All that leasehold land known as 325 to 347 Oldfield Lane, North Greenford, Middlesex as let by:
 - (a) a lease dated 28th July, 1995 made between J. Lyons & Co. Limited (1), Tetley GB Limited (2) and The Tetley Group Limited (3) (as amended by a Deed of Variation dated 8th December, 1999 and a deed of rectification dated 3rd April, 2002) (being the main office premises);
 - (b) a lease dated 3rd April, 2002 made between Brixton Nominee 8 (Jersey) Limited, Brixton Nominee 9 (Jersey) Limited, Brixton Nominee 26 (Jersey) Limited and Brixton Nominee 27 (Jersey) Limited (1) Tetley GB Limited (2) and the Tetley Group Limited (3);
2. All that leasehold property known as factory premises at Durham Lane Industrial Park, Durham Lane, Eaglescliffe, Stockton-on-Tees, Cleveland as let by a lease dated 6th January, 1999 made between Terrace Hill North East Limited (1), Tetley GB Limited (2) and Tetley Group Limited (3) as the same is registered with leasehold title absolute under title number CE 148137.
3. All that leasehold property known as Unit N791 St. Andrews Way, Heighington Industrial Estate, Newton Aycliffe, County Durham as let by a lease dated 7th July, 1992 made between Aycliffe & Peterlee Development Company Limited (1) and J. Lyons & Company Limited (2) (as amended by a supplemental agreement dated 7th July, 1992 and as varied by a deed of rectification dated 20th April, 1993).

Tetley GB Holdings Limited

Short Particulars of all property mortgaged or charged

SCHEDULE B

Intellectual Property Rights

TRADE MARKS

20.03.03

* CLIENT REPORT
* for
* The Tetley Group Limited

Search Parameters:

Client : The Tetley Group Limited (TETL + related clients)
All types
Status : 01 to 15
Live Cases Only
Archive not Included
Advisory not Included

Client : The Tetley Group Limited

{ TETLEY + related clients }

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|--|----------|-------------|-------------|-------------|
| United Kingdom T.MRK 2044159 Registrant Tetley GB Limited | 2044159 | THAT'S BETTER, THAT'S TETLEY Class 30 | 9.11.95 | Renewal Due | 9*11*05 10 | 34/27667000 |
| Australian Registrant Tetley GB Limited | 682081 | EMPEROR'S GARDEN Class 30 | 28.12.95 | Renewal Due | 28*12*05 10 | 34/27991000 |
| Australian Registrant Tetley GB Limited | A527526 | ALL ROUNDER Class 30 | 23. 1.90 | Renewal Due | 23* 1*07 17 | 34/28001000 |
| Australian Registrant Tetley GB Limited | 536567 | ALL ROUNDER (Script) Class 30 | 21. 6.90 | Renewal Due | 21* 6*07 17 | 34/28002000 |
| Australian Registrant Tetley GB Limited | A566 | AMGOORIE LABEL Class 30 | 2. 7. 6 | Renewal Due | 2* 7*04 98 | 34/28003000 |
| Australian Registrant Tetley GB Limited | A190120 | Amgoorie Label Class 30 | 21. 9.64 | Renewal Due | 21* 9*09 45 | 34/28004000 |
| Australian Registrant Tetley GB Limited | A3618 | BILLY Class 30 | 30. 1. 7 | Renewal Due | 30* 1*05 98 | 34/28006000 |
| Australian Registrant Tetley GB Limited | A175438 | Billy Tea Label Class 30 | 14. 8.62 | Renewal Due | 14* 8*07 45 | 34/28007000 |
| Australian Registrant Tetley GB Limited | A596575 | BILLY TEA Class 6 | 22. 2.93 | Renewal Due | 22* 2*10 17 | 34/28008000 |
| Australian Registrant Tetley GB Limited | A209393 | GOLDENIA Class 30 | 11. 6.23 | Renewal Due | 11* 6*07 84 | 34/28011000 |
| Australian Registrant Tetley GB Limited | A175439 | Inglis Goldenia Tea Label Class 30 | 14. 8.62 | Renewal Due | 14* 8*07 45 | 34/28012000 |
| Australian Registrant Tetley GB Limited | A286410 | GREEN SIGNAL Class 30 | 10. 4.75 | Renewal Due | 10* 4*06 31 | 34/28013000 |
| Australian Registrant Tetley GB Limited | A58177 | Highfield Tea Label Class 30 | 12. 6.31 | Renewal Due | 12* 6*11 80 | 34/28014000 |

Client : The Tetley Group Limited

{ TETL1 + related clients }

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|---|------------|---------------------------------------|----------|-------------|----------|----------------|
| Australian Registrant Tetley T.MRK GB Limited | A2212 | KING CLASS 30 | 19. 9. 6 | Renewal Due | 19* 9*04 | 98 34/28017000 |
| Australian Registrant Tetley GB Limited | A116108 | KING LABEL CLASS 30 | 29.10.53 | Renewal Due | 29*10*09 | 56 34/28018000 |
| Australian Registrant Tetley T.MRK GB Limited | A164039 | KINKARA CLASS 30 | 9.12.60 | Renewal Due | 9*12*09 | 49 34/28019000 |
| Australian Registrant Tetley T.MRK GB Limited | A290829 | KINKARA CLASS 30 | 26. 9.75 | Renewal Due | 26* 9*06 | 31 34/28020000 |
| Australian Registrant Tetley T.MRK GB Limited | A235396 | Kinkara Start The Day Label CLASS 30 | 7. 9.27 | Renewal Due | 7* 9*07 | 80 34/28021000 |
| Australian Registrant Tetley GB Limited | A24449 | KINKARA LABEL CLASS 30 | 17. 1.19 | Renewal Due | 17* 1*13 | 94 34/28022000 |
| Australian Registrant Tetley T.MRK GB Limited | A2211 | ORIENTAL CLASS 30 | 19. 9. 6 | Renewal Due | 19* 9*04 | 98 34/28023000 |
| Australian Registrant Tetley T.MRK GB Limited | A286409 | RED SIGNAL CLASS 30 | 10. 4.75 | Renewal Due | 10* 4*06 | 31 34/28026000 |
| Australian Registrant Tetley T.MRK GB Limited | A1112 | ROBUR CLASS 30 | 14. 7. 6 | Renewal Due | 14* 7*04 | 98 34/28027000 |
| Australian Registrant Tetley T.MRK GB Limited | A234631 | ROBUR CLASS 30 | 7.10.27 | Renewal Due | 7*10*07 | 80 34/28029000 |
| Australian Registrant Tetley GB Limited | A93596 | ROBUR KOOL-SPA LABEL CLASS 5 | 1.12.47 | Renewal Due | 1*12*03 | 56 34/28036000 |
| Australian Registrant Tetley T.MRK GB Limited | A156405 | R Logo CLASS 30 | 12.10.59 | Renewal Due | 12*10*08 | 49 34/28037000 |
| Australian Registrant Tetley T.MRK GB Limited | A79592 | Robur Pure As The Lily label CLASS 30 | 16.11.42 | Renewal Due | 16*11*08 | 66 34/28039000 |

Client : The Tetley Group Limited

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|---|------------|--|-------------|-------------|----------------|----------------|
| Australian Registrant Tetley T.MRK GB Limited | A81701 | Robur Tea Label Class 30 | 17. 6.44 | Renewal Due | 17* 6*10 | 66 34/28040000 |
| Australian Registrant Tetley GB Limited | A2214 | ROYAL LABEL Class 30 | 19. 9. 6 | Renewal Due | 19* 9*04 | 98 34/28041000 |
| Australian Registrant Tetley T.MRK GB Limited | A286408 | SIGNAL Class 30 | 10. 4.75 | Renewal Due | 10* 4*06 | 31 34/28042000 |
| Australian Registrant Tetley T.MRK GB Limited | B223022 | TETLEY Class 30 | 7.10.68 | Renewal Due | 7*10*03 | 35 34/28045000 |
| Australian Registrant Tetley GB Limited | B478245 | TETLEY Class 30 | 11.12.87 | Renewal Due | 11*12*08 | 21 34/28046000 |
| Australian Registrant Tetley GB Limited | B287446 | TUCKFIELDS TY-NEE TIPS Class 30 | 21. 5.75 | Renewal Due | 21* 5*06 | 31 34/28047000 |
| Australian Registrant Tetley T.MRK GB Limited | A287447 | TY-NEE TIPS Class 30 | 21. 5.75 | Renewal Due | 21* 5*06 | 31 34/28053000 |
| Australian Registrant Tetley GB Limited | A74517 | Viceroy Pure Blended Tea Label Class 30 | 17. 4.39 | Renewal Due | 17* 4*09 | 70 34/28054000 |
| Canadian Registrant Tetley T.MRK 781485 | 494613 | DRAWSTRING Class 30 | 1. 5.95 | Renewal Due | 14* 5*13 | 15 34/28058000 |
| Canadian Registrant Tetley GB Limited | UCA50169 | HORNIMANS Class 30 | Renewal Due | 15* 6*14 | 60 34/28061000 | |
| Canadian Registrant Tetley GB Limited | 358487 | TETLEY Class 30 | 14.12.87 | Renewal Due | 14* 7*04 | 15 34/28068000 |
| Canadian Registrant Tetley T.MRK 30 597252 | 164287 | TETLEY Class 30 | 11. 9.67 | Renewal Due | 1* 8*14 | 45 34/28069000 |
| Canadian Registrant Tetley GB Limited | 244657 | TETLEY TEA LABEL Class 30 | 29.11.72 | Renewal Due | 9* 5*10 | 30 34/28071000 |

Client : The Tetley Group Limited

(TETL + related clients)

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|--|----------|-------------|-------------|-------------|
| Canadian Registrant Tetley T.MRK 767514 GB Limited | TMA524359 | Round Tea Bag device Class 30 | 31.10.94 | Renewal Due | 7* 3*15 15 | 34/28073000 |
| Canadian Registrant Tetley T.MRK 754974 GB Limited | 466215 | IT'S TIME Class 999 | 17. 5.94 | Renewal Due | 25*11*11 15 | 34/28076000 |
| Canadian Registrant Tetley T.MRK 774311 GB Limited | 489821 | FREEZE T CLASS 32 | 1. 2.95 | Renewal Due | 12* 2*13 15 | 34/28077000 |
| Canadian Registrant Tetley T.MRK 770948 GB Limited | 466526 | FREEZE-T'S CLASS 999 | 14.12.94 | Renewal Due | 28*11*11 15 | 34/28078000 |
| Canadian Registrant Tetley T.MRK 787332 GB Limited | 481403 | HEAD GAFFER CLASS 999 | 12. 7.95 | Renewal Due | 22* 8*12 15 | 34/28079000 |
| Canadian Registrant Lyons Tetley Limited | 484498 | SYDNEY CLASS 999 | 12. 7.95 | Renewal Due | 23*10*12 15 | 34/28080000 |
| Canadian Registrant Lyons Tetley Limited | 484396 | APPRENTICE CLASS 999 | 12. 7.95 | Renewal Due | 22*10*12 15 | 34/28081000 |
| Canadian Registrant Lyons Tetley Limited | 484166 | TEANA CLASS 999 | 12. 7.95 | Renewal Due | 17*10*12 15 | 34/28082000 |
| Newfoundland Registrant Lyons Tetley Limited | 2070 | HAND IN HAND (Words & device) CLASS 30 | 25. 8.34 | Renewal Due | NONE | 34/28084000 |
| Canadian Registrant Lyons Tetley Limited | TMA544668 | Tetley Men in Circle device CLASS 999 | 4.10.95 | Renewal Due | 8* 5*16 15 | 34/28087000 |
| Algerian Registrant Tetley T.MRK 29792 GB Limited | 55999 | TETLEY CLASS 30 | 25. 4.69 | Renewal Due | 14* 4*09 40 | 34/28089000 |
| Angola Applicant Tetley T.MRK 5110/93 GB Limited | | TETLEY CLASS 30 | 5. 7.93 | Accepted | 28*12*01 | 34/28091000 |
| Antigua Registrant Tetley T.MRK GB Limited | 1409 | TETLEY CLASS 42 | 8. 4.69 | Renewal Due | 7* 4*11 42 | 34/28092000 |

Client : The Tetley Group Limited

{ TETL + related clients }

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|---|----------|-------------|----------|----------------|
| Argentine T.MRK Registrant Tetley GB Limited | 1689009 | HORNIMAN'S TEA & Dragon device Class 30 | 19. 5.45 | Renewal Due | 27* 2*08 | 63 34/28096000 |
| Austrian T.MRK Registrant Tetley GB Limited | 158652 | DRAWSTRING Class 30 | 24. 3.95 | Renewal Due | 7* 7*05 | 10 34/28100000 |
| Austrian Registrant Tetley GB Limited | 42896 | HORNIMAN'S MASTER MARK Class 26 | | Renewal Due | 12* 2*10 | 50 34/28101000 |
| Austrian Registrant Tetley GB Limited | 46721 | TETLEY Class 26 | | Renewal Due | 7*11*11 | 50 34/28102000 |
| Bahamas Registrant Tetley GB Limited | 5203 | TETLEY Class 42 | 14. 7.67 | Renewal Due | 14* 7*09 | 42 34/28104000 |
| Bahrain Registrant Tetley GB Limited | BUR1896 | TETLEY Class 30 | 12. 4.66 | Renewal Due | 12* 4*06 | 40 34/28106000 |
| Bangladesh Applicant Tetley GB Limited | | TETLEY Class 30 | 12. 3.94 | Pending | | 34/28107000 |
| Barbados Registrant Tetley GB Limited | 81/5405 | TETLEY Class 30 | 20. 9.65 | Renewal Due | 20* 9*06 | 41 34/28108000 |
| Belux Registrant Tetley GB Limited | 5682227 | DRAWSTRING Class 30 | 23. 3.95 | Renewal Due | 23* 3*05 | 10 34/28110000 |
| Belux Registrant Tetley GB Limited | 3863159 | HORNIMANS & Dragon device Class 30 | 21.12.82 | Renewal Due | 21*12*12 | 30 34/28112000 |
| Belux Registrant Tetley GB Limited | 0024461 | TETLEY Class 30 | 28. 4.71 | Renewal Due | 28* 4*08 | 37 34/28115000 |
| Bermuda Registrant Tetley GB Limited | 795 | TETLEY Class 42 | 3. 4.65 | Renewal Due | 28* 3*05 | 40 34/28117000 |
| Bolivian Registrant Tetley GB Limited | 46253-A | HORNIMAN'S LABEL & Dragon dev. Class 7 | | Renewal Due | 9* 2*03 | 20 34/28118000 |

Client : The Tetley Group Limited

(TETL1 + related clients)

| | APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|---|---|----------------------|----------|------|-------------|
| Bolivian Registrant Tetley T.MRK GB Limited | 61180-A | Horniman's Master Mark Class 30 | TETLEY Class 30 | Renewal Due | 7* 2*12 | 50 | 34/28119000 |
| Bolivian Registrant Tetley T.MRK GB Limited | 55527-A | HORNIMAN'S PURE TEA label/dev Class 30 | TETLEY Class 30 | Renewal Due | 29* 7*09 | 40 | 34/28120000 |
| Brazilian Registrant Tetley T.MRK GB Limited | 003253708 | HORNIMANS LABEL & Dragon dev. | TETLEY Class 30 | Renewal Due | 5* 1*06 | 20 | 34/28124000 |
| Brazilian Registrant Tetley T.MRK GB Limited | 608505749 | HORNIMANS LABEL & Dragon dev. | TETLEY Class 30 | Renewal Due | 13*10*11 | 30 | 34/28125000 |
| Brazilian Registrant Tetley T.MRK GB Limited | 006924247 | TETLEY Class 30 | TETLEY Class 30 | Renewal Due | 10* 5*09 | 30 | 34/28128000 |
| Bulgarian Registrant Tetley T.MRK GB Limited | 4825 | TETLEY Class 30 | TETLEY Class 30 | 25. 3.66 Renewal Due | 28* 3*07 | 40 | 34/28129000 |
| Chile Registrant Tetley T.MRK GB Limited | 487343 | HORNIMANS Class 30 | HORNIMANS Class 30 | Renewal Due | 10* 6*07 | 20 | 34/28131000 |
| Chile Registrant Tetley T.MRK GB Limited | 527997 | HORNIMAN'S & DRAGON device Class 30 | HORNIMAN'S & DRAGON device Class 30 | 25. 5.88 Renewal Due | 23*11*08 | 20 | 34/28132000 |
| Chile Registrant Tetley T.MRK GB Limited | 527998 | HORNIMAN'S CLASSIC LONDON Class 30 | HORNIMAN'S CLASSIC LONDON Class 30 | 25. 5.88 Renewal Due | 23*11*08 | 20 | 34/28133000 |
| Chile Registrant Tetley T.MRK GB Limited | 527996 | HORNIMAN'S CLASSIC LONDON Class 30 | HORNIMAN'S CLASSIC LONDON Class 30 | 25. 5.88 Renewal Due | 23*11*08 | 20 | 34/28134000 |
| Chile Registrant Tetley T.MRK GB Limited | 516279 | Hornimans (Dragon) Label Class 5 | Hornimans (Dragon) Label Class 5 | 27. 1.78 Renewal Due | 8* 7*08 | 30 | 34/28135000 |
| Chile Registrant Tetley T.MRK GB Limited | 487342 | Hornimans (Dragon) Label Class 30 | Hornimans (Dragon) Label Class 30 | Renewal Due | 10* 6*07 | 20 | 34/28136000 |
| Chile Registrant Tetley T.MRK GB Limited | 438929 | TETLEY Class 30 | TETLEY Class 30 | Renewal Due | 6* 2*05 | 41 | 34/28138000 |

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| | APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|---|------------|---------------------------------------|--|----------------------|----------|------|-------------|
| Chinese Registrant Tetley T.MRK GB Limited | 76369 | TETLEY Class 30 | TETLEY in Chinese characters Class 30 | Renewal Due | 20* 3*08 | 30 | 34/28140000 |
| Chinese Registrant Tetley T.MRK 94084391 | 845193 | TETLEY in Chinese characters Class 30 | TETLEY in Chinese characters Class 30 | 25. 8.94 Renewal Due | 6* 6*06 | 10 | 34/28141000 |
| Chinese Registrant Tetley T.MRK 94084392 | 845195 | TETLEY in Chinese characters Class 30 | TETLEY in meaningless Chinese Class 30 | 25. 8.94 Renewal Due | 6* 6*06 | 10 | 34/28142000 |
| Colombian Registrant Tetley T.MRK 92.356572 | 151226 | HORNTMANS Class 1 | HORNTMANS Class 1 | 5. 3.92 Renewal Due | 10*12*03 | 10 | 34/28147000 |
| Colombian Applicant Tetley Inc. | 93410002 | TETLEY Class 30 | TETLEY Class 30 | 24. 9.93 Pending | | | 34/28150000 |
| Costa Rica Registrant Tetley GB Limited | 11667 | HORNMAN'S PURE TEA & Dragon Class 30 | HORNMAN'S PURE TEA & Dragon Class 30 | Renewal Due | 9* 7*09 | 60 | 34/28151000 |
| Costa Rica Registrant Tetley GB Limited | 39321 | TETLEY Class 30 | TETLEY Class 30 | Renewal Due | 20* 8*04 | 35 | 34/28152000 |
| Cyprus Registrant Tetley GB Limited | 2881A | HORNMAN'S MASTER MARK Class 42 | HORNMAN'S MASTER MARK Class 42 | 2. 7.49 Renewal Due | 2* 7*05 | 56 | 34/28153000 |
| Cyprus Registrant Tetley GB Limited | 10954 | TETLEY Class 30 | TETLEY Class 30 | 20.11.67 Renewal Due | 20*11*16 | 49 | 34/28154000 |
| Czech Registrant Tetley T.MRK | 159019 | TETLEY Class 30 | TETLEY Class 30 | 25. 2.69 Renewal Due | 25* 2*09 | 40 | 34/28155000 |
| Danish Registrant Tetley T.MRK 02330/1995 | 03498/1995 | DRAWSTRING Class 30 | DRAWSTRING Class 30 | 24. 3.95 Renewal Due | 2* 6*05 | 10 | 34/28156000 |
| Danish Registrant Tetley GB Limited | 1100/77 | TETLEY Class 30 | TETLEY Class 30 | Renewal Due | 25* 3*07 | 30 | 34/28158000 |
| Dominica Registrant Tetley GB Limited | 1202 | TETLEY Class 42 | TETLEY Class 42 | 6. 6.69 Renewal Due | 5* 6*11 | 42 | 34/28159000 |

Client : The Tetley Group Limited

(TETLEY + related clients)

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|----------------------------------|----------|-------------|----------|----------------|
| Ecuador Registrant Tetley T.MRK GB Limited | R-2106-97 | TETLEY Classes 30 and 32 | 21.10.68 | Renewal Due | 13* 4*05 | 34 34/28164000 |
| Egyptian Registrant Overseas Trading Corporation (1939) Ltd. | 43086 | TETLEY | 20*10*06 | | 38 | 34/28167000 |
| Estonian Registrant Tetley T.MRK GB Limited | 9501435 | HORNIMANS Class 30 | 6. 7.95 | Renewal Due | 29* 1*07 | 10 34/28168000 |
| Estonian Registrant Tetley T.MRK GB Limited | 9501434 | TETLEY Class 30 | 6. 7.95 | Renewal Due | 29* 1*07 | 10 34/28169000 |
| Fijian Registrant Tetley T.MRK GB Limited | 6151 | TETLEY Class 42 | 4. 2.69 | Renewal Due | 4* 2*11 | 42 34/28170000 |
| Finnish Registrant Tetley T.MRK GB Limited | 141795 | DRAWSTRING Class 30 | 23. 3.95 | Renewal Due | 20*12*05 | 10 34/28171000 |
| Finnish Registrant J. Lyons & Company Limited | 90117 | Hornimans Dragon device Class 30 | | Renewal Due | 5* 9*04 | 20 20/28173000 |
| Finnish Registrant Tetley T.MRK GB Limited | 965/65 | TETLEY Class 30 | | Renewal Due | 20* 5*06 | 41 34/28175000 |
| French Registrant Tetley T.MRK GB Limited | 95564298 | DRAWSTRING Class 30 | 23. 3.95 | Renewal Due | 22* 3*05 | 10 34/28176000 |
| French Registrant Tetley T.MRK GB Limited | 1526467 | LIGHT Class 30 | 29.11.88 | Renewal Due | 28*11*08 | 20 34/28180000 |
| French Registrant Tetley T.MRK GB Limited | 93474454 | QUICKBREW Class 30 | 30. 6.93 | Renewal Due | 29* 6*03 | 10 34/28183000 |
| French Registrant Tetley T.MRK GB Limited | 1253375 | TETLEY Class 5 | 7.12.83 | Renewal Due | 6*12*03 | 20 34/28185000 |
| French Registrant Tetley T.MRK GB Limited | 1345115 | TETLEY Class 30 | 15. 3.61 | Renewal Due | 3* 3*06 | 45 34/28186000 |

Client : The Tetley Group Limited

(TETLEY + related clients)

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|---------------------------------|----------|-------------|----------|----------------|
| Gaza Registrant Lyons T.MRK | 970 | TETLEY Class 30 | 27. 6.76 | Renewal Due | 26* 6*11 | 35 34/28190000 |
| German Registrant Tetley GB Limited | 975314 | TETLEY AROMA-NETZ Class 30 | 6. 5.76 | Renewal Due | 6* 5*06 | 30 34/28195000 |
| German Registrant Tetley GB Limited | 958659 | TETLEY OF LONDON Class 30 | 11. 6.75 | Renewal Due | 11* 6*05 | 30 34/28196000 |
| German Registrant Tetley GB Limited | 960557 | TETLEY TEA FANS Class 30 | 18. 6.76 | Renewal Due | 18* 6*06 | 30 34/28197000 |
| German Registrant Tetley GB Limited | 39513567 | DRAWSTRING Class 30 | 28. 3.95 | Renewal Due | 28* 3*05 | 10 34/28198000 |
| Ghanaian Registrant Tetley GB Limited | 1524 | HORNIMAN'S MASTER MARK Class 42 | 30. 5.23 | Renewal Due | 30* 5*07 | 84 34/28199000 |
| Ghanaian Registrant Tetley GB Limited | 15172 | TETLEY Class 42 | 17.11.66 | Renewal Due | 17*11*08 | 42 34/28200000 |
| Greek Registrant Tetley GB Limited | 14600 | HORNIMAN'S MASTER MARK Class 30 | 22. 7.47 | Renewal Due | 22* 7*06 | 59 34/28203000 |
| Greek Registrant Tetley GB Limited | 28776 | TETLEY Class 30 | 23. 8.62 | Renewal Due | 23* 8*12 | 50 34/28204000 |
| Greek Registrant Tetley GB Limited | 123602 | DRAWSTRING Class 30 | 24. 3.95 | Renewal Due | 24* 3*05 | 10 34/28206000 |
| Guyana Registrant Tetley GB Limited | 14614A | TETLEY Class 30 | 2. 9.94 | Renewal Due | 2* 9*15 | 21 34/28211000 |
| Hong Kong Registrant Tetley GB Limited | 06679/96 | TETLEY Class 30 | 12.12.94 | Renewal Due | 12*12*15 | 21 34/28213000 |
| Hong Kong Registrant Tetley GB Limited | B513/1978 | TETLEY Class 30 | 21. 7.76 | Renewal Due | 21* 7*11 | 35 34/28214000 |

Client : The Tetley Group Limited

{ TETLEY + related clients }

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|---------------------|-------------|-------------|----------------|----------------|
| Hungarian T.MRK 2253/4463 Registrant Tetley GB Limited | 134276 | HORNIMANS Class 30 | 15.10.91 | Renewal Due | 15*10*11 | 20 34/28215000 |
| Hungarian T.MRK Registrant Tetley GB Limited | 121245 | TETLEY Class 30 | 5. 2.69 | Renewal Due | 5* 2*09 | 40 34/28216000 |
| Icelandic T.MRK Registrant Tetley GB Limited | 352/1965 | TETLEY Class 30 | Renewal Due | 30*12*05 | 40 34/28217000 | |
| Indian Registrant Lyons Tetley Limited | 660632 | DRAWSTRING Class 30 | 27. 3.95 | Renewal Due | 27* 3*09 | 14 20/28220000 |
| Indian Registrant Tetley GB Limited | 568172 | TETLEY Class 30 | 24. 2.92 | Renewal Due | 24* 2*06 | 14 34/28222000 |
| Indonesian T.MRK Registrant Tetley GB Limited | 422977 | TETLEY Class 30 | Renewal Due | 15*12*08 | 29 34/28223000 | |
| Iranian Registrant Tetley GB Limited | 28021 | TETLEY Class 30 | 28. 3.66 | Renewal Due | 28* 3*06 | 40 34/28225000 |
| Iraqi Registrant J. Lyons & Company Limited | 33893 | TETLEY Class 30 | 17. 9.94 | Renewal Due | 16* 9*09 | 15 34/28227000 |
| Irish Registrant Tetley GB Limited | 168324 | DRAWSTRING Class 30 | 23. 3.95 | Renewal Due | 23* 3*12 | 17 34/28228000 |
| Irish Registrant Tetley GB Limited | 170708 | TETLEY Class 30 | 28. 4.95 | Renewal Due | 28* 4*12 | 17 34/28229000 |
| Israeli Registrant Tetley GB Limited | 23414 | TETLEY Class 30 | 3. 7.64 | Renewal Due | 3* 7*13 | 49 34/28232000 |
| Italian Registrant Tetley GB Limited | 716715 | DRAWSTRING Class 30 | 29. 3.95 | Renewal Due | 29* 3*05 | 10 34/28234000 |
| Italian Registrant J. Lyons & Company Limited | 718340 | HORNIMANS Class 30 | 6.11.75 | Renewal Due | 6*11*05 | 30 20/28235000 |

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|--|-------------|--------------|----------------|----------------|
| Italian Registrant J. Lyons & Company Limited T.MRK 327950 | 718339 | HORNIMANS INFUSION & Dragon Classes 5 and 30 | 7. 1.76 | Renewal Due | 7 * 1 * 06 | 30 20/28236000 |
| Italian Registrant J. Lyons & Company Limited T.MRK 411511 | 11910 | HORNIMANS TEA & Dragon label Class 30 | 16.12.75 | Renewal Due | 16 * 12 * 05 | 30 20/28238000 |
| Italian Registrant Tetley GB Limited T.MRK | 2280328 | TETLEY Class 30 | 28. 2.62 | Renewal Due | 28 * 2 * 12 | 50 34/28240000 |
| Jamaican Registrant Tetley GB Limited T.MRK | 737659 | TETLEY Class 30 | 8. 8.67 | Renewal Due | 8 * 8 * 12 | 45 34/28242000 |
| Japanese Registrant Tetley GB Limited T.MRK 62-84432 | 763602 | HORNIMANS English & Katakana Classes 29 | 23. 7.87 | Renewal Due | 30 * 11 * 10 | 20 34/28244000 |
| Japanese Registrant Tetley GB Limited T.MRK | 8534 | TETLEY Class 30 | Renewal Due | 31 * 3 * 07 | 40 34/28245000 | |
| Jordan Registrant Tetley GB Limited T.MRK | 813489 | TETLEY Class 30 | Renewal Due | 5 * 12 * 07 | 40 34/28246000 | |
| Kenyan Registrant Tetley GB Limited T.MRK | 181404 | TETLEY Classes 30 and 32 | 25. 9.65 | Renewal Due | 25 * 9 * 10 | 45 34/28250000 |
| South Korean Registrant Tetley GB Limited T.MRK 14542/88 | 176977 | TETLEY Classes 3 and 30 | 2.10.65 | Renewal Due | 2 * 10 * 14 | 49 34/28251000 |
| South Korean Registrant Tetley GB Limited T.MRK 176977 | 5959 | TETLEY Class 30 | Renewal Due | 17 * 10 * 09 | 20 34/28254000 | |
| Kuwait Registrant Tetley GB Limited T.MRK 5959 | M37891 | TETLEY Class 30 | Renewal Due | 17 * 8 * 09 | 20 34/28255000 | |
| Latvian Registrant Tetley GB Limited T.MRK M951080 | | | 3. 1.73 | Renewal Due | 1 * 1 * 13 | 40 34/28256000 |
| | | | 5. 7.95 | Renewal Due | 5 * 7 * 05 | 10 34/28258000 |

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|--|-------------|----------------------|----------------------|-------------|-------------|-------------|
| Lebanese Registrant Tetley T.MRK GB Limited | 67211 | TETLEY Class 30 | 28. 9.65 | Renewal Due | 28* 9*10 45 | 34/28260000 |
| Liberian Registrant Tetley T.MRK GB Limited | 00025/99 | TETLEY Class 30 | Renewal Due | 12* 5*14 45 | 34/28262000 | |
| Libyan Applicant J. Lyons & Company Limited | T.MRK 6423 | TETLEY Class 30 | 22. 6.92 Pending | | | 34/28263000 |
| Liechtenstein Registrant Lyons Tetley Limited | 2861 | TETLEY Class 30 | 11. 4.69 Renewal Due | 11* 4*09 40 | 34/28264000 | |
| Lithuanian Registrant Tetley T.MRK 1338/ZP | 20925 | TETLEY Class 30 | 2.10.92 Renewal Due | 2*10*12 20 | 34/28266000 | |
| Malawi Registrant Tetley T.MRK GB Limited | B1583/1959 | TETLEY Class 30 | 16. 7.59 Renewal Due | 16* 7*08 49 | 34/28267000 | |
| West Malaysia Registrant Tetley T.MRK GB Limited | M/B72360 | TETLEY Class 30 | 23. 7.76 Renewal Due | 23* 7*11 35 | 34/28269000 | |
| Maltese Registrant Tetley T.MRK GB Limited | 9286 | TETLEY Class 30 | 25. 9.67 Renewal Due | 25* 9*09 42 | 34/28270000 | |
| Mexican Applicant Tetley Inc. | 456852 | TETLEY Class 30 | 5. 7.93 Pending | | | 34/28275000 |
| Monaco Registrant Tetley T.MRK | R. 98.19847 | TETLEY Class 30 | 16. 8.68 Renewal Due | 19* 8*08 40 | 34/28276000 | |
| Moroccan Registrant Tetley T.MRK GB Limited | 37160 | TETLEY Class 30 | 30. 3.66 Renewal Due | 30* 9*05 40 | 34/28277000 | |
| Nepal Registrant Tetley T.MRK GB Limited | 10788/052 | TETLEY Class 30 | Renewal Due | 20* 7*09 14 | 34/28278000 | |
| New Zealand Registrant Tetley T.MRK 199408 | 199408 | ALL FOUNDER Class 30 | 22. 1.90 Renewal Due | 22* 1*11 21 | 34/28279000 | |

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|--|------------|---------------------------------------|----------|-------------|-------------|-------------|
| New Zealand T.MRK 202427 Registrant Tetley GB Limited | 202427 | ALL ROUNDER (Series of 2) Class 30 | 8. 6.90 | Renewal Due | 8* 6*11 21 | 34/28280000 |
| New Zealand T.MRK 903930 Registrant Tetley GB Limited | 903930 | BILLY TEA (Label) Class 42 | 1. 1. 1 | Renewal Due | 1* 1*16 115 | 34/28281000 |
| New Zealand T.MRK B116064 Registrant Tetley GB Limited | B116064 | TETLEY Class 30 | 28.10.76 | Renewal Due | 28*10*11 35 | 34/28283000 |
| New Zealand T.MRK B177104 Registrant Tetley GB Limited | B177104 | TETLEY Class 5 | 21. 1.88 | Renewal Due | 21* 1*09 21 | 34/28284000 |
| New Zealand T.MRK B177105 Registrant Tetley GB Limited | B177105 | TETLEY Class 30 | 21. 1.88 | Renewal Due | 21* 1*09 21 | 34/28285000 |
| Nigerian Registrant Tetley T.MRK Registrant Tetley GB Limited | 18154 | TETLEY Class 42 | 10.11.66 | Renewal Due | 10*11*08 42 | 34/28287000 |
| Norwegian T.MRK Registrant Tetley GB Limited | 733314 | TETLEY Class 30 | | Renewal Due | 21*12*07 40 | 34/28289000 |
| Oman T.MRK 7971 Registrant Tetley GB Limited | 7971 | TETLEY Class 30 | 24. 1.93 | Renewal Due | 24* 1*03 10 | 34/28292000 |
| Pakistan Applicant T.MRK 115040 Registrant Tetley GB Limited | | ALL ROUNDER Class 30 | 2. 4.92 | Pending | | 34/28293000 |
| Pakistan Registrant Tetley T.MRK Registrant Tetley GB Limited | 64244 | TETLEY Class 30 | 6. 7.76 | Renewal Due | 6* 7*13 37 | 34/28295000 |
| Panama Registrant Tetley T.MRK Registrant Tetley GB Limited | 12584 | TETLEY Class 30 | | Renewal Due | 29*10*10 40 | 34/28296000 |
| Papua New Guinea T.MRK Registrant Tetley GB Limited | B1210R | TETLEY Class 30 | 16. 9.75 | Renewal Due | 16* 9*05 30 | 34/28299000 |
| Papua New Guinea T.MRK Registrant Tetley GB Limited | A55521 | TETLEY Class 30 | 20. 6.88 | Renewal Due | 20* 6*08 20 | 34/28301000 |

| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|---|------------|--|--------------------|------------------------|-------------|-------------|
| Paraguayan T.MRK Registrant Tetley GB Limited | 218246 | HORNIMAN'S PURE TEA & Dragon CLASS 30 | TETLEY CLASS 30 | Renewal Due | 5*12*08 81 | 34/28302000 |
| Peruvian T.MRK Registrant Tetley GB Limited | 205400 | HORNIMAN'S MASTER MARK CLASS 30 | TETLEY CLASS 30 | Renewal Due | 8* 9*07 30 | 34/28303000 |
| Peruvian T.MRK Registrant Tetley GB Limited | 29436 | HORNIMAN'S MASTER MARK CLASS 30 | | Renewal Due | 15* 1*05 39 | 34/28304000 |
| Peruvian T.MRK Registrant Tetley GB Limited | 45290 | HORNIMANS CLASS 30 | | Renewal Due | 23* 8*12 30 | 34/28305000 |
| Peruvian T.MRK Registrant Tetley GB Limited | 45203 | Hornimans Dragon device CLASS 30 | | Renewal Due | 17* 8*12 30 | 34/28306000 |
| Peruvian T.MRK Registrant Tetley GB Limited | 012231 | TETLEY CLASS 30 | | Renewal Due | 30*12*04 10 | 34/28307000 |
| Polish Registrant Tetley GB Limited | 52634 | TETLEY CLASS 30 | | 26 . 4 .74 Renewal Due | 26* 4*04 30 | 34/28312000 |
| Portuguese T.MRK Registrant Tetley GB Limited | 308785 | DRAWSTRING CLASS 30 | | 30 . 3 .95 Renewal Due | 6* 3*06 10 | 34/28313000 |
| Portuguese T.MRK Registrant Tetley GB Limited | 127425 | HORNIMAN'S MASTER MARK CLASS 30 | | Renewal Due | 21* 1*05 80 | 34/28314000 |
| Portuguese T.MRK Registrant Tetley GB Limited | 218947 | HORNIMANS CLASS 5 | | 30.12.82 Renewal Due | 4* 8*09 20 | 34/28315000 |
| Portuguese T.MRK Registrant Tetley GB Limited | 218948 | HORNIMANS DRAGON DEVICE CLASS 30 | | 30.12 .82 Renewal Due | 4* 8*09 20 | 34/28316000 |
| Portuguese T.MRK Registrant Tetley GB Limited | 135032 | TETLEY CLASS 30 | | Renewal Due | 1* 7*07 40 | 34/28317000 |
| Portuguese T.MRK Registrant Tetley GB Limited | 226547 | TETLEY CLASS 5 | | 24 . 8 .84 Renewal Due | 6* 5*10 20 | 34/28318000 |

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|--|------------|---------------------------------------|-------------|-------------|-------------|-------------|
| Qatar Registrant Tetley GB Limited | 4920 | TETLEY with Arabic script Class 30 | 9. 5.85 | Renewal Due | 9* 5*05 20 | 34/28324000 |
| Romanian Registrant Tetley GB Limited | 2R 10112 | TETLEY Class 30 | 16.10.76 | Renewal Due | 16*10*06 30 | 34/28326000 |
| Russian Registrant Tetley GB Limited | 119488 | TETLEY Class 30 | 25. 8.92 | Renewal Due | 25* 8*12 20 | 34/28329000 |
| Sabah Registrant Tetley GB Limited | S/20840 | TETLEY Class 30 | 5.11.76 | Renewal Due | 5*11*11 35 | 34/28330000 |
| Sarawak Registrant Tetley GB Limited | SAR/16107 | TETLEY Class 30 | 16.11.76 | Renewal Due | 16*11*11 35 | 34/28331000 |
| Saudi Arabian Registrant Tetley GB Limited | 71/12 | TETLEY Class 30 | 17.12.77 | Renewal Due | 25* 1*06 30 | 34/28333000 |
| Sierra Leone Registrant Tetley GB Limited | 7902 | TETLEY Class 42 | 17.10.67 | Renewal Due | 17*10*09 42 | 34/28334000 |
| Singapore Registrant Tetley GB Limited | 69169 | TETLEY Class 30 | 24. 9.76 | Renewal Due | 24* 9*07 31 | 34/28336000 |
| Slovak Registrant Tetley GB Limited | 159019 | TETLEY Class 30 | 25. 2.69 | Renewal Due | 25* 2*09 40 | 34/28337000 |
| South African Registrant Tetley GB Limited | B75/2555 | TETLEY Class 30 | 20. 5.75 | Renewal Due | 20* 5*05 30 | 34/28340000 |
| Spanish Registrant Tetley GB Limited | 1956866 | DRAWSTING Class 30 | 29. 3.95 | Renewal Due | 29* 3*05 10 | 34/28341000 |
| Spanish Registrant Tetley GB Limited | 401624 | TETLEY Class 30 | Renewal Due | 11* 3*03 40 | 34/28344000 | |
| Sri Lankan Registrant Tetley GB Limited | 69536 | TETLEY Class 30 | 2. 3.94 | Renewal Due | 2* 3*04 10 | 34/28346000 |

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|--|------------|--|-------------|-------------|-------------------|-------------------|
| St.Kitts & Nevis T.MRK Registrant Tetley GB Limited | 2237 | TETLEY Class 42 | 1. 5.69 | Renewal Due | 12* 4*11 | 42 34/28347000 |
| Sudanese Registrant Tetley T.MRK 11891 | 11891 | TETLEY Class 30 | 26. 3.69 | Renewal Due | 26* 3*09 | 40 34/28349000 |
| Swedish Registrant Tetley T.MRK 9503463 | 307486 | DRAWSTRING Class 30 | 23. 3.95 | Renewal Due | 29*12*05 | 10 34/28350000 |
| Swedish Registrant Tetley T.MRK | 100025 | HORNIMAN'S Class 30 | Renewal Due | 14* 4*11 | 50 34/28351000 | |
| Swedish Registrant Tetley GB Limited | 150524 | TETLEY Class 30 | Renewal Due | 28* 2*05 | 30 34/28353000 | |
| Swiss Registrant Tetley T.MRK | P-304151 | HORNIMAN'S PURE TEA & device CLASS 30 | 28.12.59 | Renewal Due | 11*12*09 | 50 34/28356000 |
| Swiss Registrant Tetley T.MRK | P-316815 | TETLEY Class 30 | 21. 2.62 | Renewal Due | 22* 1*12 | 50 34/28357000 |
| Syrian Registrant Tetley GB Limited | 15179 | TETLEY Class 30 | Renewal Due | 28* 1*04 | 35 34/28363000 | |
| Taiwan Registrant J. Lyons & Company Limited | 691380 | TETLEY Class 30 | 27. 8.94 | Renewal Due | 15* 9*05 | 10 34/28364000 |
| Tanganyikan Registrant Tetley T.MRK | 12128 | TETLEY Class 30 | 25. 1.69 | Renewal Due | 25* 1*04 | 35 34/28365000 |
| Morocco(Tangerier) Registrant Tetley T.MRK | 6480 | TETLEY Class 30 | 21. 3.67 | Renewal Due | 18* 3*06 | 39 34/28366000 |
| Thailand Registrant Tetley T.MRK | Kor47855 | TETLEY Class 30 | 28. 7.76 | Renewal Due | 25* 7*06 | 30 34/28368000 |
| Thailand Registrant Tetley GB Limited | Kor48802 | TETLEY Class 32 | 28. 7.76 | Renewal Due | 25* 7*06 | 30 76/28368001 |

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|---|------------|-------------------------------|-------------|-------------|----------|-----------------|
| Trinidad & Tobago T.MRK Registrant Tetley GB Limited | 4355 | TETLEY Class 42 | 26. 7.67 | Renewal Due | 26* 7*09 | 42 34/28370000 |
| Tunisian T.MRK Registrant Tetley GB Limited | EE991073 | TETLEY Class 30 | 21. 3.69 | Renewal Due | 2* 7*14 | 45 34/28372000 |
| Turkish Registrant J. Lyons & Company Limited | 87101 | HORNIAMANS CLASS 30 | 29. 7.85 | Renewal Due | 29* 7*05 | 20 76/28374000 |
| Turkish Registrant Tetley GB Limited | 92644 | TETLEY Class 30 | 24. 8.76 | Renewal Due | 24* 8*06 | 40 34/28376000 |
| Ukrainian Registrant Tetley GB Limited | 6823 | TETLEY Class 30 | 23. 4.93 | Renewal Due | 23* 4*03 | 10 34/28378000 |
| United Arab Emnts T.MRK 13643 Registrant Lyons Tetley Limited | 16923 | TETLEY Class 30 | 4.11.95 | Renewal Due | 4*11*05 | 10 34/28380000 |
| United Kingdom T.MRK 2016854 Registrant Tetley GB Limited | 2016854 | DRAWSTRING CLASS 30 | 28. 3.95 | Renewal Due | 28* 3*05 | 10 34/28385000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 906403 | FLAVOUR-FLO CLASS 30 | 8. 3.67 | Renewal Due | 8* 3*12 | 45 34/28386000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 182998 | HORNIAMAN'S PURE TEA CLASS 30 | 18.10.94 | Renewal Due | 18*10*06 | 112 34/28390000 |
| Belize Registrant Tetley GB Limited | 501 | HORNIAMAN'S PURE TEA CLASS 30 | Renewal Due | 18*10*06 | 112 | 34/28390001 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1148787 | HORNIAMANS CLASS 30 | 14. 2.81 | Renewal Due | 14* 2*12 | 31 34/28393000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1096075 | QB QUICK BREW CLASS 30 | 24. 5.78 | Renewal Due | 24* 5*09 | 31 34/28409000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1516134 | QUICKBREW CLASS 30 | 20.10.92 | Renewal Due | 20*10*09 | 17 34/28410000 |

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|---|------------|---|----------|-------------|----------|----------------|
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377540 | TEA FOLK-SIX CHARACTERS Class 32 | 17. 3.89 | Renewal Due | 17* 3*06 | 17 34/28425000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377600 | TEA FOLK-SIX CHARACTERS Class 14 | 11. 3.89 | Renewal Due | 11* 3*06 | 17 76/28426000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377554 | TEA FOLK-6 CHARC (WITH BORDER) Class 24 | 18. 3.89 | Renewal Due | 18* 3*06 | 17 34/28427000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377539 | TEA FOLK-6 CHARC (WITH BORDER) Class 30 | 17. 3.89 | Renewal Due | 17* 3*06 | 17 34/28428000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377538 | TEA FOLK-6 CHARC (WITH BORDER) Class 29 | 17. 3.89 | Renewal Due | 17* 3*06 | 17 34/28429000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1376588 | TEA FOLK-6 CHARC (WITH BORDER) Class 20 | 11. 3.89 | Renewal Due | 11* 3*06 | 17 34/28430000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1376528 | TEA FOLK-6 CHARC (WITH BORDER) Class 34 | 8. 3.89 | Renewal Due | 8* 3*06 | 17 34/28431000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1376527 | TEA FOLK-6 CHARC (WITH BORDER) Class 28 | 8. 3.89 | Renewal Due | 8* 3*06 | 17 34/28432000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1376526 | TEA FOLK-6 CHARC (WITH BORDER) Class 25 | 8. 3.89 | Renewal Due | 8* 3*06 | 17 34/28433000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1376525 | TEA FOLK-6 CHARC (WITH BORDER) Class 18 | 8. 3.89 | Renewal Due | 8* 3*06 | 17 34/28434000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1376524 | TEA FOLK-6 CHARC (WITH BORDER) Class 16 | 8. 3.89 | Renewal Due | 8* 3*06 | 17 34/28435000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377553 | TEA FOLK-6 CHARC (WITH BORDER) Class 21 | 18. 3.89 | Renewal Due | 18* 3*06 | 17 34/28436000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1377552 | TEA FOLK-6 CHARC (WITH BORDER) Class 8 | 18. 3.89 | Renewal Due | 18* 3*06 | 17 34/28437000 |

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| United Kingdom T.MRK Registrant Tetley GB Limited | 1372555 | TETLEY Class 30 | 1. 2.89 | Renewal Due | 1* 2*06 17 | 34/2843800 |
| Botswana T.MRK Registrant Tetley GB Limited | UK 1460 | TETLEY Class 30 | | Renewal Due | 1* 2*06 17 | 34/2843800 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 752364 | TETLEY Class 30 | 28. 3.56 | Renewal Due | 28* 3*05 49 | 34/2843900 |
| Gibraltar T.MRK Registrant Tetley GB Limited | 2637 | TETLEY Class 30 | | Renewal Due | 28* 3*05 49 | 34/2843900 |
| Jersey T.MRK Registrant Tetley GB Limited | B388 | TETLEY Class 30 | | Renewal Due | 28* 3*05 49 | 34/2843900 |
| St. Lucia T.MRK Registrant Tetley GB Limited | 25/1969 | TETLEY Class 30 | | Renewal Due | 28* 3*05 49 | 76/2843900 |
| Guernsey T.MRK Registrant Tetley GB Limited | B752364 | TETLEY Class 30 | | Renewal Due | 28* 3*05 49 | 34/2843900 |
| United Kingdom T.MRK 2016364 Registrant Tetley GB Limited | 2016364 | TETLEY Class 5 | 1. 4.95 | Renewal Due | 1* 4*05 10 | 34/2844000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 665383 | tetley & Teapot device Class 30 | 30.12.47 | Renewal Due | 30*12*06 59 | 34/2844100 |
| United Kingdom T.MRK Registrant Tetley GB Limited | B930664 | TETLEY FRESH LEAF TEA FLAVOUR Class 30 | 10. 9.68 | Renewal Due | 10* 9*03 35 | 34/2844200 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 908001 | TETLEY GOLD LABEL Class 30 | 13. 4.67 | Renewal Due | 13* 4*12 45 | 34/2844300 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 1347911 | TETLEY GOLD & dev(series of 3) Class 30 | 13. 6.88 | Renewal Due | 13* 6*05 17 | 34/2844400 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 992989 | TETLEY SPOONFUL Class 30 | 1. 6.72 | Renewal Due | 1* 6*07 35 | 34/2844500 |

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|--|------------|--|-------------|-------------|----------------|----------------|
| United Kingdom T.MRK Registrant Tetley GB Limited | 959924 | TETLEY TEA CHEST Class 30 | 20. 5.70 | Renewal Due | 20* 5*05 | 35 34/28446000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 743722 | TETLEY TEABAG CARTON Class 30 | 24. 6.55 | Renewal Due | 24* 6*04 | 49 34/28447000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | B732905 | TETLEY TEAPOT (1837 in steam dev Class 30 | 10. 8.54 | Renewal Due | 10* 8*03 | 49 34/28448000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | B752363 | TETLEY carton for teabags Class 30 | 28. 3.56 | Renewal Due | 28* 3*05 | 49 34/28449000 |
| United Kingdom T.MRK Registrant Tetley GB Limited | 407042 | TETLEY'S TEA Class 30 | 18. 8.20 | Renewal Due | 18* 8*04 | 84 34/28450000 |
| United States T.MRK 74/693604 Registrant Tetley GB Limited | 2155846 | DRAWSTRING Class 30 | 10. 7.95 | Renewal Due | 5* 5*08 | 10 34/28463000 |
| United States T.MRK 74/406456 Registrant Tetley GB Limited | 1839551 | Round Teabag dev. (side View) Class 30 | 24. 6.93 | Renewal Due | 14* 6*04 | 10 34/29512000 |
| Uruguayan T.MRK Registrant Tetley GB Limited | 313194 | HORNIMAN'S MASTER MARK Class 30 | Renewal Due | 3* 6*09 | 73 34/29515000 | |
| Uruguayan T.MRK Registrant Tetley GB Limited | 265236 | HORNIMANS Class 1 | Renewal Due | 8* 2*04 | 21 34/29516000 | |
| Uruguayan T.MRK Registrant Tetley GB Limited | 291016 | TETLEY Class 30 | Renewal Due | 23*12*06 | 40 34/29517000 | |
| Uruguayan T.MRK Registrant Tetley GB Limited | 265237 | HORNIMANS Dragon device Class 1 | Renewal Due | 16* 2*04 | 20 34/29518000 | |
| Venezuelan T.MRK Registrant Tetley GB Limited | 887-L | HORNIMAN'S (ESTE DONDE....) Class 46 | Renewal Due | 13* 1*07 | 30 34/29520000 | |
| Venezuelan T.MRK Registrant Tetley GB Limited | 42198-F | HORNIMAN'S MASTER MARK Class 46 | Renewal Due | 29* 8*07 | 45 34/29521000 | |

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|--|------------|-----------------|----------------------|----------|------|-------------|
| Venezuelan T.MRK Registrant Tetley GB Limited | 44353 | TETLEY Class 30 | Renewal Due | 18* 3*03 | 40 | 34/29522000 |
| Venezuelan Applicant Tetley Inc. | | TETLEY Class 30 | 15.10.93 Pending | | | 34/29523000 |
| Vietnam Registrant Tetley T.MRK GB Limited | 17123 | TETLEY Class 30 | 5.11.94 Renewal Due | 5*11*04 | 10 | 34/29524000 |
| Yemen Registrant Tetley T.MRK GB Limited | 672 | TETLEY Class 30 | 18. 1.84 Renewal Due | 18* 1*04 | 20 | 34/29525000 |
| Macedonian Registrant Tetley T.MRK P2-755/95 | 6401 | TETLEY Class 30 | 17. 7.95 Renewal Due | 22* 7*10 | 20 | 34/29526000 |
| Yugoslavian Registrant Tetley T.MRK GB Limited | 18649 | TETLEY Class 30 | Renewal Due | 22* 7*10 | 40 | 34/29528000 |
| Zambian Registrant Tetley T.MRK GB Limited | B1583/1959 | TETLEY Class 30 | 16. 7.59 Renewal Due | 16* 7*08 | 49 | 34/29530000 |
| Zanzibar Registrant Tetley T.MRK GB Limited | 228/69 | TETLEY Class 42 | 24. 1.69 Renewal Due | 24* 1*11 | 42 | 34/29531000 |
| Zimbabwe Registrant Tetley T.MRK GB Limited | B1583/1959 | TETLEY Class 30 | 16. 7.59 Renewal Due | 16* 7*10 | 51 | 34/29534000 |
| Europ. Community Registrant Tetley T.MRK 000159103 | 000159103 | TETLEY Class 30 | 1. 4.96 Renewal Due | 1* 4*06 | 10 | 34/30084000 |
| Belarus Registrant Tetley T.MRK 961388 | 9668 | TETLEY Class 30 | 11. 9.96 Renewal Due | 11* 9*06 | 10 | 34/32290000 |
| Georgian Registrant Tetley T.MRK 011043/03 | 9086 | TETLEY Class 30 | 13. 9.96 Renewal Due | 30* 4*08 | 10 | 34/32291000 |
| Azerbaijan Registrant Tetley T.MRK 962574/3 | 20000348 | TETLEY Class 30 | 19. 9.96 Renewal Due | 19* 9*06 | 10 | 34/32292000 |

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|--|------------|----------------------------|----------|-------------|------|----------------------|
| Kazakhstan Registrant Tetley T.MRK 8956 | 7140 | TETLEY Class 30 | 10. 9.96 | Renewal Due | 10* | 9*06 10 34/32293000 |
| Uzbekistan Registrant Tetley GB Limited | 6954 | TETLEY Class 30 | 20.11.96 | Renewal Due | 20* | 11*06 10 34/32294000 |
| Polish Registrant Tetley T.MRK Z-163897 | 113878 | DRAWSTRING CLASS 30 | 5. 9.96 | Renewal Due | 5* | 9*06 10 34/32295000 |
| Polish Registrant Tetley T.MRK Z-163896 | 113879 | TORREBKI NIEKAPKI Class 30 | 5. 9.96 | Renewal Due | 5* | 9*06 10 34/32296000 |
| Chinese Registrant Tetley T.MRK 960104271 | 1139303 | DRAWSTRING CLASS 30 | 13. 9.96 | Renewal Due | 27* | 12*07 10 34/32297000 |
| Hong Kong Registrant Tetley T.MRK 96/10426 | 08397/1997 | DRAWSTRING CLASS 30 | 21. 8.96 | Renewal Due | 21* | 8*03 7 34/32298000 |
| Taiwan Registrant Tetley T.MRK 85053843 | 785954 | DRAWSTRING CLASS 30 | 22.10.96 | Renewal Due | 16* | 11*07 10 34/32299000 |
| Japanese Registrant Tetley T.MRK 09-025967 | 4217719 | DRAWSTRING CLASS 30 | 11. 3.97 | Renewal Due | 4* | 12*08 10 34/32300000 |
| Indonesian Registrant Tetley T.MRK D9620005 | 395877 | DRAWSTRING CLASS 30 | 18. 9.96 | Renewal Due | 18* | 3*06 10 34/32301000 |
| Malaysian Registrant Tetley T.MRK 96/11498 | 96/11498 | DRAWSTRING CLASS 30 | 24. 9.96 | Renewal Due | 24* | 9*03 7 34/32302000 |
| South African Registrant Tetley T.MRK 96/12449 | 96/12449 | DRAWSTRING CLASS 30 | 2. 9.96 | Renewal Due | 2* | 9*06 10 34/32303000 |
| Russian Registrant Tetley T.MRK 96711650 | 160319 | DRAWSTRING CLASS 30 | 10. 9.96 | Renewal Due | 10* | 9*06 10 34/32304000 |
| Andorran Registrant Tetley T.MRK 3781 | 2393 | TETLEY Class 30 | 13. 1.97 | Renewal Due | 13* | 1*07 10 34/33878000 |

Client : The Tetley Group Limited

(TETLEY + related clients)

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|---------------------------------------|----------|-------------|----------|----------------|
| Canadian Registrant tetley T.MRK 8333076 | TMA544808 | HEAD GAFFER device Class 999 | 8. 1.97 | Renewal Due | 10* 5*16 | 15 34/34334000 |
| Canadian Registrant Tetley GB Limited | TMA545289 | SYDNEY device Class 999 | 8. 1.97 | Renewal Due | 17* 5*16 | 15 34/34335000 |
| Canadian Registrant Tetley T.MRK 833075 | TMA545290 | APPRENTICE device Class 999 | 8. 1.97 | Renewal Due | 17* 5*16 | 15 34/34336000 |
| Canadian Registrant Tetley T.MRK 833074 | TMA545291 | TEANA device Class 999 | 8. 1.97 | Renewal Due | 17* 5*16 | 15 34/34337000 |
| Canadian Registrant Tetley T.MRK 833073 | | TETLEY device Class 30 | 22. 4.97 | Pending | | 20/344483000 |
| Philippines Registrant Tetley T.MRK 0019956 | 95569038 | PRESSAROME CLASSES 5, | 25. 4.95 | Renewal Due | 24* 4*05 | 10 34/37724000 |
| French Registrant Tetley T.MRK 95569038 | 95581795 | TIR'PRESS CLASSES 16, | 24. 7.95 | Renewal Due | 23* 7*05 | 10 34/37725000 |
| French Registrant J. Lyons & Company Limited | 2143022 | TETLEY device Class 30 (series of 2) | 26. 8.97 | Renewal Due | 26* 8*07 | 10 34/37771000 |
| United Kingdom Registrant Tetley GB Limited | 4323888 | TETLEY ROYAL CLASS 30 | 2. 9.98 | Renewal Due | 8*10*09 | 10 34/38236000 |
| Japanese Registrant tetley T.MRK 10-075161 | 748519 | DRAWSTRING CLASS 30 | 12.11.97 | Renewal Due | 12*11*07 | 10 34/39927000 |
| Australian Registrant Tetley T.MRK 748519 | 748517 | TETLEY DRAWSTRING CLASS 30 | 12.11.97 | Renewal Due | 12*11*07 | 10 34/39928000 |
| Australian Registrant Tetley T.MRK 748517 | 99/06299 | TETLEY CLASS 30 | 13. 7.99 | Renewal Due | 13* 7*09 | 10 34/42043000 |
| Malaysian Registrant Tetley GB Limited | 4365921 | TETLEY in Katakana-Version I CLASS 30 | 17. 8.98 | Renewal Due | 3* 3*10 | 10 34/42201000 |
| Japanese Registrant Tetley T.MRK 10-069836 | | | | | | |

Client : The Tetley Group Limited

{ TETLEY + related clients }

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|---|-------------|---|----------|-------------|-------------|-------------|
| Japanese Registrant Tetley T.MRK 10-069837 | 4365922 | TETLEY in Katakana-Version II Class 30 | 17. 8.98 | Renewal Due | 3* 3*10 10 | 34/42202000 |
| United Kingdom Registrant Tetley GB Limited | 2164909 | GAFFER logo Class 42 | 24. 4.98 | Renewal Due | 24* 4*08 10 | 34/42203000 |
| United Kingdom Registrant Tetley GB Limited | 2164910 | GAFFERS (series of 2) Class 42 | 24. 4.98 | Renewal Due | 24* 4*08 10 | 34/42220000 |
| Hong Kong Registrant Tetley GB Limited | 5649/2000 | TETLEY (in Chinese) Class 30 | 26. 8.98 | Renewal Due | 26* 8*05 7 | 34/44100000 |
| Macau Registrant Tetley T.MRK N/003850 | N/003850 | TETLEY (in Chinese) Class 30 | 25. 8.98 | Renewal Due | 25* 8*05 7 | 34/44101000 |
| Macau Registrant Tetley T.MRK N/003843 | N/003843 | TETLEY Class 30 | 20. 8.98 | Renewal Due | 20* 8*05 7 | 34/44142000 |
| Macau Registrant Tetley T.MRK N/003844 | N/003844 | DRAWSTRING Class 30 | 20. 8.98 | Renewal Due | 20* 8*05 7 | 34/44143000 |
| Hong Kong Registrant Tetley T.MRK 98/11306 | B-3319/1999 | AROMA FLOWS OUT (in Chinese) Class 30 | 26. 8.98 | Renewal Due | 26* 8*05 7 | 34/44194000 |
| Macau Registrant Tetley T.MRK N/003849 | N/003849 | AROMA FLOWS OUT (in Chinese) Class 30 | 25. 8.98 | Renewal Due | 25* 8*05 7 | 34/44195000 |
| Taiwan Applicant Tetley T.MRK 88013889 | | SUNTORY in Chinese Class 30 | 30. 3.99 | Accepted | 16* 2*02 | 34/45720000 |
| United Kingdom Registrant Tetley GB Limited | 2201029 | JADE GARDEN Class 30 | 23. 6.99 | Renewal Due | 23* 6*09 10 | 34/47638000 |
| Polish Applicant Tetley T.MRK Z-196228 | | GAFFER Classes 30 and 32 | 31.12.98 | Pending | | 34/49524000 |
| Polish Applicant Tetley T.MRK Z-196229 | | ARCHIE THE NEPHEW Classes 30 and 32 | 31.12.98 | Pending | | 34/49525000 |

Client : The Tetley Group Limited

(TETL + related clients)

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| | APPLN. NO. | SERIAL NO. | MARK MAURICE Classes 30 and 32 | FILED 31.12.98 Pending | STATUS Pending | YEAR | CASE NO. |
|---------------------------|-----------------|------------|---|---------------------------|-------------------|-------------|-------------|
| Polish Applicant | T.MRK Z-196230 | | GORDON Classes 30 and 32 | 31.12.98 Pending | | 34/49526000 | |
| Polish Applicant | T.MRK Z-196231 | | SYDNEY Classes 30 and 32 | 31.12.98 Pending | | 34/49527000 | |
| Polish Applicant | T.MRK Z-196232 | | TINA Classes 30 and 32 | 31.12.98 Pending | | 34/49528000 | |
| Polish Applicant | T.MRK Z-196233 | | CLARENCE Classes 30 and 32 | 31.12.98 Pending | | 34/49529000 | |
| Polish Applicant | T.MRK Z-196234 | | TETLEY Classes 30 and 32 | 31.12.98 Pending | | 34/49530000 | |
| Polish Applicant | T.MRK Z-196235 | 817652 | TETLEY TEA FOLK CHARACTERS Class 30 | 17.12.99 Renewal Due | 17*12*09 | 10 | 34/49629000 |
| Australian Registrant | T.MRK 817652 | TMA565888 | TETLEY-THE BEST THAT TEA..... Class 999 | 27* 4*00 Renewal Due | 16* 8*17 | 15 | 34/53895000 |
| Canadian Registrant | T.MRK 1056787 | TMA565889 | TETLEY-THE TASTE THAT TAKES... Class 999 | 27* 4*00 Renewal Due | 16* 8*17 | 15 | 34/53896000 |
| Canadian Registrant | T.MRK 1056773 | | A CUPPA WELL-BEING Class 30 | 4* 4*01 Pending | | | 34/55586000 |
| United Kingdom Registrant | T.MRK 2306578 | 2306578 | TETLEY HEART/LEAF logo (2) Classes 30 and 32 | 29* 7*02 Renewal Due | 29* 7*12 | 10 | 20/55588000 |
| United Kingdom Registrant | T.MRK 2273276 | 2273276 | VITALITEAS Classes 30 and 32 | 21* 6*01 Accepted | 29* 8*01 | | 20/57616000 |
| United States Registrant | T.MRK 75/470484 | 2240809 | GAFFER Class 30 | 20. 4.98 Renewal Due | 20* 4*09 | 10 | 34/57666000 |

Client : The Tetley Group Limited

(TETL. + related clients)

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| APPLN. NO. | SERIAL NO. | MARK | FILED | STATUS | YEAR | CASE NO. |
|--|------------|----------------------------------|------------|-------------|------------|-----------------|
| French Registrant Tetley T.MRK 013131545 | 013131545 | EVEIL DES SENS Class 30 | 15*11*01 | Renewal Due | 14*11*11 | 10 20/58364000 |
| Canadian Applicant Tetley GB Limited | | ALL ROUND WELL-BEING CLASS 30 | 12*12*01 | Pending | | 20/58397000 |
| United Kingdom Registrant Tetley T.MRK 2283513 | 2283513 | TETLEY ICE TEA CLASS 30 | 19*10*01 | Renewal Due | 19*10*11 | 10 20/58463000 |
| United Kingdom Registrant Tetley T.MRK 2283509 | 2283509 | TETLEY ICE T CLASS 30 | 19*10*01 | Renewal Due | 19*10*11 | 10 20/58464000 |
| United Kingdom Registrant Tetley T.MRK 2283730 | 2283730 | TEA THERAPY Classes 30 and 32 | 23*10*01 | Renewal Due | 23*10*11 | 10 20/58489000 |
| United Kingdom Registrant Tetley T.MRK 2289280 | 2289280 | TETLEY LOZENGE logo CLASS 30 | 4 * 1 *02 | Renewal Due | 4 * 1 *12 | 10 20/59551000 |
| United Kingdom Registrant Tetley T.MRK 2289926 | 2289926 | TETLEY HEART U logo CLASS 30 | 11 * 1 *02 | Renewal Due | 11 * 1 *12 | 10 20/596687000 |
| United Kingdom Registrant Tetley T.MRK 2313017 | 2313017 | T FUSION CLASS 30 | 11*1*02 | Pending | | 20/60353000 |
| United Kingdom Registrant Tetley T.MRK 2312715 | 2312715 | T OF LIFE Classes 30 and 32 | 10*10*02 | Pending | | 20/61516000 |
| French Applicant Tetley T.MRK 023188737 | | T OF LIFE Classes 30 and 32 | 14*10*02 | Pending | | 20/61516001 |
| United Kingdom Registrant Tetley T.MRK 2312716 | 2312716 | TLC Classes 30 and 32 | 10*10*02 | Pending | | 20/61517000 |
| United Kingdom Registrant Tetley T.MRK 2313749 | | TETLEY ALIVE CLASS 30 | 22*10*02 | Pending | | 20/61649000 |
| Argentine Applicant Tetley T.MRK 2414949 | | TETLEY CLASS 30 | 27 * 2 *03 | Pending | | 34/62022000 |

PATENT & DESIGNS 20.03.03

* CLIENT REPORT *
* for *
* The Tetley Group Limited *

Search Parameters:

Client : The Tetley Group Limited
All types
Status : 01 to 15
Live cases only

(TELL2 + related clients)

Client : The Tetley Group Limited

(TETL2 + related clients)

| | APPN. NO. | SERIAL NO. | SUBJECT | FILED (as of 13.4.90) | STATUS | YEAR | CASE NO. |
|--|------------------|------------|--------------------------|--|----------------------|------|-------------|
| USA (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 631054 | 5233813 | Infusion package machine | 21.12.90 Renewal due (as of 13.4.90)Expiry | 10* 2*05 10* 8*10 | 11 | 81/54189029 |
| UK (EPC) Applicant Tetley GB Limited | PAT 90905519.6 | 0422157 | Infusion package machine | 13* 4*03 (as of 13. 4.90) | Renewal due | 14 | 81/54189031 |
| Italian (EPC) Applicant Tetley GB Limited | PAT 90905519.6 | 0422157 | Infusion package machine | 13* 4*04 (as of 13. 4.90) | Renewal due | 15 | 81/54189037 |
| Irish Applicant Tetley GB Limited | PAT 1480/90 | 64933 | Infusion package machine | 26. 4.90 Renewal due Expiry | 26* 4*03 26* 4*10 | 14 | 81/54189044 |
| UK (EPC) Applicant Tetley GB Limited (EPO designation) | DIVIS 93200371.8 | 0548057 | Infusion package machine | 13* 4*03 (as of 13. 4.90)Expiry | Renewal due | 14 | 81/54189051 |
| Italian (EPC) Applicant Tetley GB Limited (EPO designation) | DIVIS 93200371.8 | 0548057 | Infusion package machine | 13* 4*04 (as of 13. 4.90)Expiry | Renewal due | 15 | 81/54189057 |
| USA (PCT) CIP Applicant Tetley GB Limited (PCT designation) | 08/100564 | 5459980 | Infusion package machine | 30. 7.93 Renewal due (as of 13. 4.90)Expiry | 24* 4*03 10* 8*10 | 7 | 81/54189063 |
| Irish Applicant Tetley GB Limited | DIVIS 950203 | 81556 | Infusion package machine | 22. 3.95 Renewal due (as of 26. 4.90)Expiry | 26* 4*03 26* 4*10 | 14 | 81/54189065 |
| Canadian (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 2104102 | 2104102 | Project Hillingdon | 13. 8.93 Renewal due (as of 14. 2.92)Expiry | 14* 2*04 14* 2*12 | 13 | 81/55962004 |
| USA (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 104135 | 5511359 | Project Hillingdon | 12. 8.93 Renewal due (as of 14. 2.92)Expiry | 30*10*03 30* 4*13 | 7 | 81/55962012 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 9316866.4 | 2267691 | Project Hillingdon | 13. 8.93 Renewal due (as of 14. 2.92)Expiry | 14* 2*04 14* 2*12 | 13 | 81/55962013 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | DIVIS 9425866.2 | 2283223 | Hillingdon I | 21.12.94 Renewal due (as of 14. 2.92)Expiry | 14* 2*04 14* 2*12 | 13 | 81/55962034 |
| USA (PCT) Applicant Tetley GB Limited (PCT designation) | DIVIS 638795 | 5689936 | Project Hillingdon | 29. 4.96 Renewal due (as of 14. 2.92)Expiry | 25* 5*05 30* 4*13 | 7 | 81/55962036 |
| United Kingdom Applicant Tetley GB Limited | PAT 9422267.6 | 2284195 | Sandon-CCL tea bag | 4.11.94 Renewal due Expiry | 4*11*03 4*11*14 | 10 | 81/60318001 |

| | APPLN. NO. | SERIAL NO. | SUBJECT | FILED | STATUS | YEAR | CASE NO. |
|---|------------------|-------------|---|-------------------------|---|----------------------------------|-------------------|
| Australian Applicant Tetley | PAT 77686/94 | 677715 | Sandon-CCL tea bag | 8.11.94 Expiry | 8*11*03 Renewal due 8*11*14 | 10 | 97/60318002 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 0018018.2 | 2348863 | Project alaska machine I | (as of 21. 22. 1.99) | 7*00 Renewal due Expiry | 22* 1*04 22* 1*19 | 6 70/61131004 |
| German (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 19982635.8 | | Project alaska machine I | (as of 18. 22. 1.99) | 00 Appln filed Renewal Due Expiry | 18* 7*00 22* 1*04 22* 1*19 | 6 70/61131005 |
| P.C.T. Applicant Tetley GB Limited | PAT GB95/026777 | W0996/15033 | Sandon machine | 15.11.95 | Renewal due NONE | | 81/61382001 |
| USA (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 836509 | 5951452 | Sandon machine | (as of 14. 15.11.95) | 5.97 Renewal due Expiry | 14* 3*07 15*11*15 | 7 81/61382002 |
| European (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 95936692.3 | 0790927 | Sandon machine | (as of 9. 15.11.95) | 6.97 Renewal due Expiry | | 81/61382003 |
| UK (EPC) Applicant Tetley GB Limited (EPO designation) | PAT 95936692.3 | 0790927 | Sandon machine | (as of 15.11.95) | Renewal due Expiry | 15*11*03 15*11*15 | 9 81/61382004 |
| French (EPC) Applicant Tetley GB Limited (EPO designation) | PAT 95936692.3 | 0790927 | Sandon machine | (as of 15.11.95) | Renewal due Expiry | 15*11*03 15*11*15 | 9 81/61382005 |
| German (EPC) Applicant Tetley GB Limited (EPO designation) | PAT 95936692.3 | 69521349.0 | Sandon machine | (as of 15.11.95) | Renewal due Expiry | 15*11*03 15*11*15 | 9 81/61382006 |
| Italian (EPC) Applicant Tetley GB Limited (EPO designation) | PAT 95936692.3 | 0790927 | Sandon machine | (as of 15.11.95) | Renewal due Expiry | 15*11*03 15*11*15 | 9 81/61382007 |
| United Kingdom Applicant Tetley GB Limited | DESIGN D2042280 | D2042280 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 29. | 9.94 Renewal due Expiry | 29* 9*04 29* 9*19 | 10 97/61612000 |
| Australian Applicant Tetley GB Limited | DESIGN 971/95 | 127866 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 28. | 3.95 Renewal due Expiry | 28* 3*06 28* 3*11 | 12 97/61612001 |
| Canadian Applicant Tetley GB Limited | DESIGN 1995-0689 | 77218 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 28. | 3.95 Fees paid Expiry | 21* 9*05 | 97/61612003 |
| Irish Applicant Tetley GB Limited | DESIGN 99/95 | D10836 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 27. | 3.95 Renewal due Expiry | 29* 9*04 29* 9*09 | 10 97/61612004 |

Client : The Tetley Group Limited

(TETL2 + related clients)

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| APPLN. NO. | SERIAL NO. | SUBJECT | FILED | STATUS | YEAR | CASE NO. |
|--|---------------------|------------|--|---|---------------------|----------------|
| French Applicant Tetley GB Limited | DESGN 951782 | 401566-568 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 24. 3. 95 Fees paid Expiry | 24* 3*20 | 97/61612000 |
| Indian Applicant Tetley GB Limited | DESGN 168966 | 168966 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 28. 3. 95 Renewal due Expiry | 28* 3*10 | 97/61612000 |
| Italian Applicant Tetley GB Limited | DESGN RM9500 000056 | 70299 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 29. 3. 95 Renewal due Expiry | 29* 3*05 | 10 97/61612000 |
| United States Applicant Tetley GB Limited | DESGN 36760 | D374756 | Purse shaped tea bag Case ref GR/AF/AUG1/5 | 27. 3. 95 Renewal due NONE Expiry | 22*10*10 | 97/61612011 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 9727051.6 | 2317104 | Infusion container (as of 3.7.96) | 22.12.97 Renewal due Expiry | 3* 7*03 8 3* 7*16 | 81/62293300 |
| United Kingdom Applicant Tetley GB Limited | DESGN D2049353 | D2049353 | Project le chef teapot | 4. 8. 95 Renewal due Expiry | 4* 8*05 10 4* 8*20 | 97/63298000 |
| Irish Applicant Tetley GB Limited | DESGN 42/96 | D11258 | Project le chef teapot | 15. 1. 96 Renewal due Expiry | 4* 8*05 10 4* 8*10 | 97/63298000 |
| United Kingdom Applicant Tetley GB Limited | DESGN D2070241 | D2070241 | Alaska 40's bag | 3.11.97 Renewal due Expiry | 3*11*07 10 3*11*22 | 81/66433000 |
| Canadian Applicant Tetley GB Limited | DESGN 1998-1105 | 86435 | Alaska 40/80/160/240's bags | 1. 5. 98 Renewal due Expiry | 16* 4*04 5 16* 4*09 | 81/66433000 |
| United Kingdom Applicant Tetley GB Limited | DESGN D2070243 | D2070243 | Alaska 80's bag | 3.11.97 Renewal due Expiry | 3*11*07 10 3*11*22 | 81/67323000 |
| United Kingdom Applicant Tetley GB Limited | DESGN D2070242 | D2070242 | Alaska 160's bag | 3.11.97 Renewal due Expiry | 3*11*07 10 3*11*22 | 81/67324000 |
| United Kingdom Applicant Tetley GB Limited | DESGN D2070244 | D2070244 | Alaska 240's bag | 3.11.97 Renewal due Expiry | 3*11*07 10 3*11*22 | 81/67325000 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 0018026.5 | 2349129 | Project alaska machine II | (as of 21* 7*00 Renewal due 22* 1*04 6 22* 1*19 70/67645000 | | |

Client : The Tetley Group Limited

(TETL2 + related clients)

| APPLN. NO. | SERIAL NO. | SUBJECT | FILED (as of | STATUS Expiry | YEAR | CASE NO. |
|--|----------------|--|---------------------------------|--------------------------------------|------------------------------|-------------|
| German (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 19982707.9 | Project alaska machine II | 21* 7*00 22. 1.99) | Accept. due Renewal due Expiry | 1*04 22* 1*19 | 70/67645003 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 0029909.9 | Envelope packaging machine | 7*12*00 (as of 18. 6.99) | Renewal due Expiry | 6*03 18* 6*19 | 70/67841002 |
| UK (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 0018015.8 | Project.alaska bag closing | 21* 7*00 (as of 22. 1.99) | Renewal due Expiry | 1*04 22* 1*19 | 70/68097002 |
| German (PCT) Applicant Tetley GB Limited (PCT designation) | PAT 19982636.6 | Project alaska bag closing | 18* 7*00 (as of 22. 1.99) | Appln filed Renewal Due Expiry | 7*00 22* 1*04 22* 1*19 | 70/68097003 |
| Australian DESIGN 1269/98 Applicant Tetley GB Limited | 137774 | Alaska 20, 40, 80, 160's bags | 1. 5.98 Expiry | Renewal due Expiry | 5*04 1* 5*14 | 81/68224001 |
| French DESIGN 982688 Applicant Tetley GB Limited | 514467-472 | Alaska 20, 40, 80's bags | 30. 4.98 Expiry | Fees paid Expiry | 4*23 30* | 81/68224003 |
| Australian DESDV 1839/99 Applicant Tetley GB Limited | 139385 | Alaska 20, 40, 80, 160's bags (as of 10. 5.98) | 6.99 Expiry | Renewal due Expiry | 5*04 1* 5*14 | 81/68224006 |
| United Kingdom PAT Applicant Tetley GB Limited | | Project rose | | Appln due Renewal Due | 6*03 | 81/71699000 |
| United Kingdom PAT Applicant Tetley GB Limited | 0127356.4 | Puffer (Dome) | 14*11*01 Expiry | Granted Renewal Due Expiry | 1*03 14*11*05 14*11*21 | 81/73528001 |

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Tetley GB Holdings Limited
Short Particulars of all property mortgaged or charged

SCHEDULE C
Group Shares

| Chargor | Name of Company in which Shares are held | Name of Nominee (if any) by whom Shares are held | Class of Shares held | Number of Shares held |
|----------------------------------|--|--|-----------------------|-----------------------|
| TATA TEA (GB) LIMITED | Tetley GB Holdings Limited | | Ordinary 1 GBP | 202 |
| TETLEY GB HOLDINGS LIMITED | The Tetley Group Limited | | Ordinary 1 pence | 16,000,000 |
| TETLEY GB HOLDINGS LIMITED | Tetley Overseas Holdings Limited | | Ordinary 1 GBP | 2 |
| TETLEY GB HOLDINGS LIMITED | Tetley GB Limited | | Ordinary 1 GBP | 1 |
| TETLEY OVERSEAS HOLDINGS LIMITED | Tetley Australia Pty. Limited | | Ordinary A\$1 | 2,800,000 |
| TETLEY OVERSEAS HOLDINGS LIMITED | Tetley Canada Inc. | | Ordinary C\$1 | 10,000 |
| TETLEY OVERSEAS HOLDINGS LIMITED | Tetley US Holdings Inc. | | US\$0.01 Common Stock | 200 |
| TETLEY OVERSEAS HOLDINGS LIMITED | Tetley Overseas Limited | | Ordinary 1 GBP | 3 |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03265181

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th FEBRUARY 2003 AND CREATED BY TETLEY GB HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE LENDERS (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 14th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —