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**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

**395**

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

COMPANIES HOUSE  
Company number 3609752



CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of Company

Name of company

\* YOOMEDIA PLC ("Company")

Date of creation of the charge

10 May 2006

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

A debenture between the Company and Platinum Partners Value Arbitrage Fund IV, LP ("Chargee") dated 10 May 2006 ("Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities of any kind and in any currency owed or incurred by the Company to the Chargee pursuant to a convertible loan agreement dated 28 March 2006 ("Convertible Loan Agreement") whether present or future, actual or contingent and whether incurred alone or jointly with another, together with the Chargee's costs charges, commission, expenses and interest.

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

Platinum Partners Value Arbitrage Fund IV, LP  
152 West 57th Street, New York

Postcode New York 10019

Presentor's name address and reference (if any):  
Fladgate Fielder Solicitors  
25 North Row  
London  
W1K 6DJ

For official Use (06/2005)  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

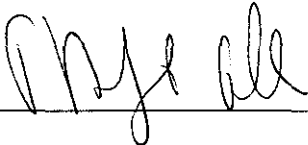
1. By way of legal mortgage, all the Company's estate or interest in the property listed in Schedule 2 to the Debenture.
  2. By way of fixed charge:
    - (i) all estates or interests in any freehold and leasehold property and its proceeds of sale now and in the future vested in or charged to the Company other than the property charged by way of legal mortgage;
    - (ii) all the plant, machinery and fixtures and fittings of the Company, present and future;
    - (iii) all furniture, furnishings, equipment, tools, vehicles and other movable property of the Company, present and future, not forming part of its stock in trade or work in progress;
- (continued on Continuation Sheet)

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)

Signed



Date

16.5.2006

On behalf of [company] [mortgagee/chargee] †

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

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

Name of company

\*insert full name  
of Company

\* YOOMEDIA PLC ("Company")

## Addendum 1/4

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

## Addendum 2/4

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

## Addendum 3/4

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

## Addendum 4/4

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

(iv) all the goodwill and uncalled capital of the Company, present and future;

(v) the stocks and shares set out in Schedule 3 to the Debenture ("Shares") and the Derivative Assets (as defined in Schedule 1 to the Debenture);

(vi) all Intellectual Property Rights (as defined in Schedule 1 to the Debenture), things in action and claims of the Company, present and future, and the proceeds of any insurance from time to time affecting any of the charged property;

(vii) the benefit of any interest rate swap or other agreement with the Chargee or any third party for protecting or hedging the Company's liability to pay interest to the Chargee at any time;

(viii) all book debts and other debts and all associated rights and benefits of the Company, present and future, and the proceeds of payment or realisation of each of them;

(ix) all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation;

(x) the benefit of all contracts appointments warranties and other documents to which the Company is a party relating to any development of any freehold or leasehold property and all rights and claims under or associated with them.

3. By way of floating charge all the undertaking and all property, assets and rights of the Company, present and future, not subject to a fixed charge under the Debenture.

Company number

3609752

Name of company

\*insert full name  
of Company

\* YOOMEDIA PLC ("Company")

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03609752

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th MAY 2006 AND CREATED BY YOOMEDIA PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PLATINUM PARTNERS VALUE ARBITRAGE FUND IV,LLP ON ANY ACCOUNT WHATSOEVER 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 18th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MAY 2006.

*P. Angell*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES