

237525/123

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge

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A fee is be payable with
Please see 'How to pay' c



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COMPANIES HOUSE

✓ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

X What this form is NOT for
You may not use this form to
register a charge where the
instrument Use form MR

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1

Company details

Company number 0 3 6 9 2 2 8 5

Company name in full REISS (HOLDINGS) LIMITED

3 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 3 0 0 6 2 0 1 6

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01**Particulars of a charge**

4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space.</p>
	Brief description	UK Trademark Registration No 1360369 (REISS), EU Trademark Registration No 011327988 (Bishop Device), EU Trademark Registration No 004362431 (REISS), and those assets listed in Part 4 in the Schedule of the instrument	
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p>	
	Signature	<p>X <i>Alder & Ovey LLP</i> <i>on behalf of the Chargee</i> X</p>	
		<p>This form must be signed by a person with an interest in the charge.</p>	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Shyam Kotadia/Katie Sullivan

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R. Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3692285

Charge code: 0369 2285 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2016 and created by REISS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2016.

P

Given at Companies House, Cardiff on 13th July 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEED OF ACCESSION

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

THIS DEED is dated 30 June 2016

BETWEEN

CERTIFIED A TRUE COPY

Allen & Overy LLP 4 July 2016

- (1) **REISS (HOLDINGS) LIMITED** (registered number 3692285) with its registered office at 235 Old Marylebone Road, London, NW1 5QT (**Reiss Holdings**),
- (2) **REISS MANAGEMENT INVESTMENTS LIMITED** (registered number 8781804) with its registered office at 235 Old Marylebone Road, London, NW1 5QT (**Reiss Management**),
- (3) **REISS (RETAIL) LIMITED** (registered number 2487563) with its registered office at 235 Old Marylebone Road, London, NW1 5QT (**Reiss Retail**),
- (4) **REISS LIMITED** (registered number 2655347) with its registered office at 235 Old Marylebone Road, London, NW1 5QT (**Reiss Limited** and, together with Reiss Holdings, Reiss Management and Reiss Retail, the **Additional Chargors** and each an **Additional Chargor**),
- (5) **WP R MIDCO 2 LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (the **Parent**), and
- (6) **LLOYDS BANK PLC** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the **Security Agent**)

BACKGROUND

- (A) Each Additional Chargor is an indirect wholly-owned Subsidiary of the Parent
- (B) The Parent has entered into a security agreement dated 12 April 2016 as amended by an amendment letter dated 11 May 2016 (the **Security Agreement**) between the Parent, the other Chargors under and as defined in the Security Agreement and the Security Agent
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as a Debtor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed This Deed is a Senior Finance Document

2. ACCESSION

With effect from the date of this Deed each Additional Chargor

- (a) will become a party to the Security Agreement as a Chargor, and

- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

3. SECURITY

Paragraphs (a) to (g) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed

- (a) All this Security
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of each Additional Chargor,
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) Subject to paragraph (c) below, if
 - (i) the assets of any Additional Chargor are subject to pre-existing third party arrangements which prevent those assets from being charged or assigned or the Additional Chargor from granting Security over those assets, or
 - (ii) assets of any Additional Chargor which, if charged or assigned, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Group in respect of those assets or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof,

such assets will be excluded from the Security created under this Deed. Promptly upon becoming aware of such restriction, that Additional Chargor (or the Parent on behalf of that Additional Chargor) shall use reasonable endeavours (not involving the payment of money or incurrance of any external expenses) to obtain consent to securing any such assets if the relevant asset is material and would otherwise be subject to any fixed security created under this Deed and if, in the view of the Parent (acting reasonably), granting such Security will have no material adverse impact on commercial relationships with third parties or otherwise force that Additional Chargor or the Group to incur any material cost
- (c) To the extent any material assets of an Additional Chargor are excluded from the Security created under this Deed in accordance with paragraph (b) above
 - (i) that Additional Chargor (or the Parent on its behalf) must notify the Security Agent promptly, and
 - (ii) this Security will secure all amounts which that Additional Chargor may receive, or has received, in connection with that asset but exclude the asset itself
- (d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (e) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security
- (f) Each Additional Chargor

- (i) charges by way of a first legal mortgage all material estates or interests in any Material Real Property now owned by it and specified in Part 2 of the schedule to this Deed,
 - (ii) charges by way of a first legal mortgage all shares owned by it and specified in Part 1 of the schedule to this Deed,
 - (iii) charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account specified in Part 3 of the schedule to this Deed and the debt represented by it,
 - (iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 5 of the schedule to this Deed, and
 - (v) charges by way of a first fixed charge all of its rights in respect of any intellectual property rights specified in Part 4 of the schedule to this Deed
- (g) Each Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [●] 2016 in favour of [●] referred to in the charges register or their conveyancer (Standard Form P)"

4. MISCELLANEOUS

With effect from the date of this Deed

- (a) the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 1 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed

5. LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE

PART 1

SHARES

Chargor	Name of company in which Shares are held	Class of Shares held	Number of Shares held
Reiss Management Investments Limited	Reiss (Holdings) Limited	"A" Ordinary Shares	111,112 Shares
Reiss (Holdings) Limited	Reiss Limited	Ordinary Shares	265,810 Shares
Reiss (Holdings) Limited	Reiss (Retail) Limited	Ordinary Shares	900 Shares
Reiss (Holdings) Limited	Reiss (Canada) Limited	Ordinary Shares	900 Shares
Reiss (Holdings) Limited	Reiss (Australia) Limited	Ordinary Shares	900 Shares
Reiss (Holdings) Limited	Reiss (Sweden) Limited	Ordinary Shares	1 Share
Reiss (Holdings) Limited	Reiss (International) Limited	Ordinary Shares	1 Share

PART 2

MATERIAL REAL PROPERTY



None



PART 3

RESTRICTED ACCOUNTS

None

PART 4
SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	Bishop Device 	China	011327988 (Designation of IR no 1151096)	—	07 November 2012	N/A
Reiss (Holdings) Limited	Bishop Device 	EUTM	011327988	011327988	07 November 2012	15 April 2013

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	Bishop Device 	Hong Kong	302429947	302429947	08 November 2012	09 April 2013
Reiss (Holdings) Limited	Bishop Device 	WIPO	1151096	1151096	07 November 2012	07 November 2012
Reiss (Holdings) Limited	REISS LONDON	Australia	1198068	1198068	21 April 2007	22 January 2008
Reiss (Holdings) Limited	REISS	Australia	761579	761579	08 May 1998	22 December 1999
Reiss (Holdings) Limited	REISS	Australia	1168527	1168527	30 October 2006	14 August 2007

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	Australia	1674281 (Designation of IR no 1152751)	1674281	19 November 2014	24 June 2015
Reiss (Holdings) Limited	REISS	Azerbaijan	Designation of IR no 1152751	Designation of IR no 1152751	04 January 2013	Refusal period has expired and no notification of provisional refusal has been recorded
Reiss (Holdings) Limited	REISS	Canada	1683300	N/A (Pending)	30 June 2014	—
Reiss (Holdings) Limited	REISS	EUTM	004362431	004362431	30 March 2005	05 March 2008
Reiss (Holdings) Limited	REISS	EUTM	014830053	014830053	24 November 2015	10 March 2016
Reiss (Holdings) Limited	REISS	EUTM	000669812	000669812	06 November 1997	27 April 1999
Reiss (Holdings) Limited	REISS	Hong Kong	300560556	300560556	05 Jan 2006	05 July 2006
Reiss (Holdings) Limited	REISS	Philippines	42007007164	7164	09 July 2007	31 December 2010

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	Philippines	Designation of IR no 1152751	Designation of IR no 1152751	04 January 2013	27 June 2013
Reiss (Holdings) Limited	REISS	Russia	2007712060	371351	25 April 2007	05 February 2009
Reiss (Holdings) Limited	REISS	Singapore	T06003971	T06003971	05 January 2006	29 May 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600396J	T0600396J	05 January 2006	11 April 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600395B	T0600395B	05 January 2006	06 July 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600394D	T0600394D	05 January 2006	02 May 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600393F	T0600393F	05 January 2006	11 April 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600392H	T0600392H	05 January 2006	11 April 2006

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	Switzerland	52943/2012	632037	13 March 2012	17 July 2012
Reiss (Holdings) Limited	REISS	Kazakhstan	Designation of IR no 1152751	Designation of IR no 1152751	04 January 2013	01 May 2014
Reiss (Holdings) Limited	REISS	South Korea	4520070003859	4500258030000	01 September 2007	18 December 2008
Reiss (Holdings) Limited	REISS	Macao	N/20819 (206)	N/20819 (206)	27 January 2006	09 June 2006
Reiss (Holdings) Limited	REISS	Macao	N/20820 (006)	N/20820 (006)	27 January 2006	09 June 2006
Reiss (Holdings) Limited	REISS	Malaysia	07003336	07003336	27 February 2007	11 June 2008
Reiss (Holdings) Limited	REISS	Malaysia	07003335	07003335	27 February 2007	29 June 2009
Reiss (Holdings) Limited	REISS	Malaysia	07006108	07006108	06 April 2007	09 July 2010

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	New Zealand	294556	294556	30 June 1998	16 March 1999
Reiss (Holdings) Limited	REISS	New Zealand	1014074 (Designation of IR no 1152751)	1014074 (Designation of IR no 1152751)	19 November 2014	30 June 2015
Reiss (Holdings) Limited	REISS	Thailand	337009	337009	23 June 1997	–
Reiss (Holdings) Limited	REISS	Thailand	696138	696138	23 May 2008	–
Reiss (Holdings) Limited	REISS	Thailand	696139	696139	23 May 2008	–
Reiss (Holdings) Limited	REISS	United States	85361803	4560633	01 July 2011	01 July 2014
Reiss (Holdings) Limited	REISS	United States	78306764	3066904	29 September 2003	07 March 2006
Reiss (Holdings) Limited	REISS	WIPO	1152751	1152751	04 January 2013	28 March 2013

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	UK	1360369	1360369	12 October 1988	11 January 1991
Reiss (Holdings) Limited	REISS	WIPO	1300786	1300786	24 November 2015	26 April 2016
Reiss (Holdings) Limited	REISS 1971	EUTM	008156192	008156192	13 March 2009	17 February 2010
Reiss (Holdings) Limited	NINETEEN SEVENTY-ONE REISS Logo	EUTM	011407954	011407954	07 December 2012	30 October 2013
Reiss (Holdings) Limited	1971 (and variants)	Hong Kong	302475559	302475559	20 December 2012	20 May 2013
Reiss (Holdings) Limited	1971 (and variants)	Hong Kong	301305800	301305800	17 March 2009	17 November 2009
Reiss (Holdings) Limited	1971 (and variants)	United States	77693973	4054393	18 March 2009	15 November 2011
Reiss (Holdings) Limited	REISS LONDON	EUTM	011407806	011407806	07 December 2012	04 July 2013

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss Limited	DAVID REISS	Japan	1993004407	0003133779	20 January 1993	29 March 1996
Reiss Limited	REISS LONDON	Norway	200210116	218756	28 October 2002	02 May 2003

SIGNATORIES (TO DEED OF ACCESSION)

Additional Chargors

EXECUTED AS A DEED by)
REISS (HOLDINGS) LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name **DAVID PEREZ**

Address

EXECUTED AS A DEED by)
REISS MANAGEMENT [REDACTED] TS LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name **David Perez**

Address

EXECUTED AS A DEED by)
REISS (RETAIL) LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name David Perez

Address

EXECUTED AS A DEED by)
REISS LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name David Perez

Address

The Parent

EXECUTED AS A DEED by)
WP R MIDCO 2 LIMITED)
acting by)

[REDACTED]

Director

In the presence of

Witness's signature: [REDACTED] ..

Name: *Jenny Hayward*

Address: [REDACTED]

The Security Agent

LLOYDS BANK PLC

By:

The Parent

EXECUTED AS A DEED by)
W P R MIDCO 2 LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name . .

Address

The Security Agent

LLOYDS BANK PLC

By



Nicola Keay
Associate Director