

MR01

Particulars of a charge

233709/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 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 must be scanned and placed on the public record

THURSDAY



A360X1YR
A16 17/04/2014 #199
COMPANIES HOUSE

1 Company details

Company number 03771991
Company name in full Premier Brand Foods Limited

12 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 01/04/2014

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 HSBC Corporate Trustee Company (UK) Limited
(as agent and trustee for the Senior Secured Creditors)

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP*
on behalf of the chargee
15.04.14

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name JAMES HAY

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 2706



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3771991

Charge code: 0377 1991 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2014 and created by PREMIER BRANDS FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2014

P

Given at Companies House, Cardiff on 25th April 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY AGREEMENT

DATED 14 APRIL 2014

BETWEEN

PREMIER FOODS GROUP LIMITED
and certain of its related companies

and

HSBC Corporate Trustee Company (UK) Limited
as Security Agent

This Deed is subject to and has the benefit of an Intercreditor Agreement dated
4 March 2014.

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

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
15 April 2014

ALLEN & OVERY

Allen & Overy LLP

0012018-0002781 BK 26763368 17

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THIS DEED is dated

19 APRIL

2014

BETWEEN:

- (1) **PREMIER FOODS GROUP LIMITED** and certain of its related companies, whose names and company numbers are set out in Schedule 1 (Chargors), as chargors (together the **Chargors**), and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**) as agent and trustee for the Senior Secured Creditors (as defined in the Intercreditor Agreement (defined below))

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with:
 - (i) the Credit Agreement (as defined below);
 - (ii) the Bond Indenture (as defined below), and
 - (iii) the Intercreditor Agreement (as defined below)
- (B) 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

1.1 Definitions

In this Deed.

Act means the Law of Property Act 1925.

Bond Indenture means the indenture dated 17th March 2014 in respect of the senior secured notes due 2021 and floating rate senior secured notes due 2020 between, among others, Premier Foods Finance plc and HSBC Corporate Trustee Company (UK) Limited

Credit Agreement means the £300,000,000 revolving credit facility agreement dated 4th March 2014 between (among others) the Chargors and the Security Agent

Commodities/Non-Debt FX Hedging Liabilities means the liabilities owed by any Obligor to the Hedge Counterparties under or in connection with the Commodities/Non-Debt FX Hedging Agreements, as such liabilities may be allocated between the relevant Hedge Counterparties by the Parent in its sole discretion and subject to a maximum aggregate amount of £20,000,000 or, if the Project Liquid Gold Completion (as defined in the Credit Agreement) has not occurred, £30,000,000.

Debt Hedging Liabilities means the liabilities owed by any Obligor to the Hedge Counterparties under or in connection with the Debt Hedging Agreements.

Excluded Assets means the Excluded Project Liquid Gold Assets and the Excluded Project Rose Assets

Excluded Project Liquid Gold Assets means the assets listed at Part 1 of Schedule 5 (Excluded Assets).

Excluded Project Rose Assets means the assets listed at Part 2 of Schedule 5 (Excluded Assets)

Intellectual Property Rights means (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered), (b) applications for registration, and rights to apply for registration, of any of the foregoing rights, and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

Intercreditor Agreement means the intercreditor agreement dated 4th March 2014 between, among others, the Chargors and the Security Agent

Investments means the Shares and the Related Rights

IP Registers means the UK Intellectual Property Office, the Office for Harmonization in the Internal Market, the World Intellectual Property Organization and the Irish Patents Office, and **IP Register** means any one of them.

Key Brands means.

- (a) Angel Delight, Ambrosia, Brands, Cadbury, Loyd Grossman, Mr Kipling, McDougall, Be-Ro, Paxo, Saxa, Sharwood's, Batchelor's, Bisto, Oxo, Bird's, Homepride and Lyons; and
- (b) unless and until the Project Liquid Gold Completion (as defined in the Intercreditor Agreement) occurs, the Project Liquid Gold Brands; and
- (c) any other brand which the Parent considers (in its sole discretion) to be material to the Business, provided that the Parent shall act reasonably in determining whether or not the relevant brand is material to the Business,

and **Key Brand** means any one of them, except that if all the Key Brand IPR relating to a brand have been disposed of in accordance with and as permitted by each Senior Facilities Agreement and each Senior Secured Note Indenture (while, in each case, the liabilities under the relevant document remain outstanding), that brand shall cease to be a Key Brand.

Key Brand IPR means all present and future

- (a) registered Intellectual Property Rights that.
 - (i) are owned by a member of the Group;
 - (ii) are registered with any of the UK Intellectual Property Office, the Office for Harmonization in the Internal Market, the Irish Patents Office or registered with the World Intellectual Property Organization (where such Intellectual Property Right designates any of the United Kingdom, Republic of Ireland, any member state of the European Union and the European Union itself and

then, only the Intellectual Property Rights in respect of those particular designations shall constitute Key Brand IPR); and

- (iii) relate solely or predominantly to the sale or manufacture of products sold under the Key Brands,

(and such Intellectual Property rights shall constitute "**Group Key Brand IPR**"), and

- (b) rights under any licence granted by any third party in respect of any third party's registered Intellectual Property Rights:

- (i) that are owned by a member of the Group,

- (ii) where the third party's registered Intellectual Property Rights are registered with any of the UK Intellectual Property Office, the Office for Harmonisation in the Internal Market, the Irish Patents Office or registered with the World Intellectual Property Office (where such Intellectual Property Right designates any of the United Kingdom, Republic of Ireland, any member state of the European Union and the European Union itself and then, only the rights under any licence in respect of the third party's Intellectual Property Rights in respect of those particular designations shall constitute Key Brand IPR); and

- (iii) relate solely or predominantly to the sale or manufacture of products sold under the Key Brands,

(and such rights under licence shall constitute "**Licensed Key Brand IPR**"),

and includes, without limitation, the Intellectual Property Rights and rights under licences of Intellectual Property Rights identified in Schedule 3 (Key Brand IPR), other than to the extent such Intellectual Property Rights or rights under licences of Intellectual Property Rights have been disposed of in accordance with and as permitted by each Senior Facilities Agreement and each Senior Secured Note Indenture (while, in each case, the liabilities under the relevant document remain outstanding)

Key Brand IPR Contracts has the meaning defined in Clause 7.1 (Representations).

Legal Reservations has the meaning given to that term in the Credit Agreement or an equivalent term in any other Senior Facilities Agreement

Liabilities means any present or future liability (actual or contingent), together with.

- (a) any permitted novation, deferral or extension of that liability,
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise;
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise, and

- (c) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

Material Adverse Effect means any event or circumstance:

- (a) which is or is reasonably likely to be materially adverse to
 - (i) the business, assets (taken as a whole) or financial condition of the Group (taken as a whole); or
 - (ii) the ability of the Chargors (taken as a whole) to perform any of their payment obligations when the same are due or within any applicable grace period in accordance with their terms under any Relevant Senior Debt Documents, or
 - (iii) the ability of the Parent to perform its obligations under Clause 22 (Financial Covenants) of the Credit Agreement or an equivalent clause in any other Senior Facilities Agreement, or
- (b) which results in any of the Relevant Senior Debt Documents not being legal, valid and binding on and, subject to the Legal Reservations, enforceable against any Chargor and/or in the case of any Senior Facility Security Documents not providing to the Security Agent security over the assets expressed to be secured under the Senior Facility Security Documents, in each case in a manner or to an extent which is materially prejudicial to the interests of any Senior Facility Finance Party or Senior Secured Note Creditor under the Relevant Senior Debt Documents.

Parent means Premier Foods plc.

Party means a party to this Deed

Project Liquid Gold Brands means Hovis, Ormo, Nimble and Mother's Pride.

Project Liquid Gold Trigger Date means 1 June 2014 (provided that the Majority Senior Lenders may agree a later date, in which case, such later date will be the "Project Liquid Gold Trigger Date"), unless the Project Liquid Gold Completion (as defined in the Intercreditor Agreement) has occurred before that date, in which case, the Project Liquid Gold Trigger Date will not occur.

Project Rose Trigger Date means 1 July 2014 (provided that the Majority Senior Lenders may agree a later date, in which case, such later date will be the "Project Rose Trigger Date"), unless the completion of Project Rose (as defined in the Credit Agreement) has occurred before that date in which case, the Project Rose Trigger Date will not occur

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.

Related Rights means

- (a) any dividend or interest paid or payable in relation to any Share, and
- (b) any right, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Relevant Senior Debt Documents means the Senior Facility Finance Documents and the Senior Secured Note Documents.

Restricted Brands means Cadbury and Loyd Grossman (and any other Key Brand which is a Key Brand by virtue of limb (c) of the definition of Key Brands and is the subject of any Licensed Key Brand IPR which contains restrictions on granting security).

Security Agent Liabilities means fees, costs and expenses of, and amounts incurred by and/or payable to, the Security Agent.

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the Senior Discharge Date.

Senior Creditor Liabilities means the Senior Lender Liabilities, the Senior Secured Note Liabilities, the Senior Pension Liabilities, the Security Agent Liabilities and the Senior Hedging Liabilities

Senior Discharge Date means the first date on which all Senior Lender Liabilities and Senior Secured Note Liabilities have been fully and finally discharged to the satisfaction of each Senior Agent, whether or not as the result of an enforcement, and the Senior Lenders and Senior Secured Note Creditors are under no further obligation to provide financial accommodation to any of the Obligors under the Relevant Senior Debt Documents

Senior Event of Default means a Senior Facility Event of Default or a Senior Secured Note Event of Default

Senior Facility Event of Default means an event of default (howsoever described) under and as defined in the Credit Agreement and any equivalent provision of any other Senior Facilities Agreement

Senior Facility Security Document has the meaning given to the term "Security Document" in the Credit Agreement and any equivalent provision of any other Senior Facilities Agreement

Senior Hedging Liabilities means the Debt Hedging Liabilities and the Commodities/Non-Debt FX Hedging Liabilities.

Senior Lender Liabilities means the Liabilities under the Senior Facility Finance Documents owed by the Obligors to the Senior Lenders

Senior Pensions Liabilities means the Pension Liabilities subject to, (i) in respect of the RHM Pension Trustee, an aggregate principal amount limited to an amount equal to the RHM Pension Scheme Maximum Amount, (ii) in respect of the PFPS Trustee, an aggregate principal amount limited to an amount equal to the Premier Foods Pension Scheme Maximum Amount and, (iii) in respect of the PGPPS Trustee, an aggregate principal amount limited to the Premier Grocery Products Pension Scheme Maximum Amount.

Senior Secured Note Event of Default means event of default (howsoever described) under a Senior Secured Note Document and any other event whatsoever which, by operation of law or otherwise, would have the effect of causing all or any of the Senior Secured Note Liabilities to become immediately due and payable.

Senior Secured Note Liabilities means the Liabilities owed by the Obligors to the Senior Secured Note Creditors under the Senior Secured Note Documents, provided that the Senior Secured Note Creditors (or a trustee on their behalf) have acceded to the Intercreditor Agreement in accordance with clause 18.7 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement.

Shares means the shares identified in Schedule 4 (Shares) and any additional shares issued by any Subject Company after the date of this Deed

Subject Company means each company identified in Schedule 4 (Shares) under the heading "Subject Company"

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed
- (c)
 - (i) **A Relevant Senior Debt Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Relevant Senior Debt Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) **assets** includes present and future properties, revenues and rights of every description
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Relevant Senior Debt Documents and of any side letters between any Parties in relation to any Relevant Senior Debt Documents are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Security Agent (acting on the instructions of the Instructing Group) considers that an amount paid to a Senior Secured Creditor under a Relevant Senior Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed.
 - (i) is created in favour of the Security Agent;
 - (ii) is created over
 - (A) present assets of each Chargor; and
 - (B) in respect of the fixed charge referred to in Clause 2.3 (Intellectual property) and Clause 2.4 (Shares) and the floating charge referred to in Clause 2.5 (Floating charge), future assets of each relevant Chargor;
 - (iii) is security for the payment of all the Senior Creditor Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and so far as relating to assets located in Scotland or otherwise governed by Scots law, and to the extent such assets can be competently charged under this Deed, with absolute warrandice.
- (b) Other than in relation to a Restricted Brand, if the rights of a Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) that Chargor must notify the Security Agent promptly,
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Security Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) In relation to a Restricted Brand, if the Licensed Key Brand IPR of a Chargor cannot be secured without the consent of a third party
 - (i) other than in relation to Cadbury and Lloyd Grossman, that Chargor must notify the Security Agent promptly; and
 - (ii) if the restriction preventing a Chargor from granting Security over the Licensed Key Brand IPR has been discharged, that Chargor must as soon as practicable take any steps required (or requested by the Security Agent) to create and perfect Security over that Licensed Key Brand IPR
- (d) If requested by a Chargor, the Security Agent shall release from the floating charge created pursuant to Clause 2.5 (Floating charge) any contract, licence or other agreement (a **Restricted Contract**) to which that Chargor is a party under the terms of which that Chargor has undertaken not to create Security over that Restricted Contract (or any asset which is the subject of that Restricted Contract) where the counterparty to that Restricted Contract commences proceedings against the Chargor to terminate that Restricted Contract (or in the case of leasehold property commences

proceedings for the forfeiture of a lease) on the grounds that its consent had not been obtained for the creation of the floating charge created under this Deed over that Restricted Contract (or the asset which is the subject of that Restricted Contract (as applicable))

- (e) Notwithstanding any other provision of this Deed
 - (i) any security purported to be created over any Excluded Project Liquid Gold Assets will create Security over those Excluded Project Liquid Gold Assets with effect from the Project Liquid Gold Trigger Date only. No Security will be created under this Deed over any Excluded Project Liquid Gold Assets prior to the Project Liquid Gold Trigger Date. If the Project Liquid Gold Trigger Date never occurs, no security will ever be taken over the Excluded Project Liquid Gold Assets pursuant to this Deed; and
 - (ii) any security purported to be created over any Excluded Project Rose Assets will create Security over those Excluded Project Rose Assets with effect from the Project Rose Trigger Date only. No Security will be created under this Deed over any Excluded Project Rose Assets prior to the Project Rose Trigger Date. If the Project Rose Trigger Date never occurs, no security will ever be taken over the Excluded Project Rose Assets pursuant to this Deed
- (f) The Security Agent holds the benefit of this Deed on trust for the Senior Secured Creditors

2.2 Land

- (a) Each Chargor charges.
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (if any) specified in Schedule 2 (Property) of which it is specified as the Registered Proprietor in Schedule 2 (Property), and
 - (ii) (to the extent that it is not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property specified in Schedule 2 (Property) of which it is specified as the Registered Proprietor in Schedule 2 (Property)
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the relevant Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Intellectual property

- (a) Subject to clause 2.3(b) and 2.3(c) below, each Chargor charges, by way of a first fixed charge, all of its rights in respect of Key Brand IPR including any Licensed Key Brand IPR

- (b) The first fixed charge referred to in paragraph (a) above will only take effect in respect of any Licensed Key Brand IPR relating to any Restricted Brand on and from the earliest of:
 - (i) the date on which the licensor in respect of that Licensed Key Brand IPR consents to the granting of a fixed charge over that Licensed Key Brand IPR,
 - (ii) the date on which any restriction on the granting of fixed charge security in the licence relating to that Licensed Key Brand IPR is removed, and
 - (iii) the date on which the Intellectual Property Right that is the subject of that Licensed Key Brand IPR is acquired by a member of the Group.
- (c) The first fixed charge referred to in paragraph (a) above will only take effect in respect of any Key Brand IPR relating to a Project Liquid Gold Brand on and from the Project Liquid Gold Trigger Date. If the Project Liquid Gold Trigger Date does not occur, no Security will be taken over any Key Brand IPR relating to a Project Liquid Gold Brand pursuant to this Deed

2.4 Shares

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all the Shares owned by it or held by any nominee on its behalf, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all Shares owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any Share includes any Related Right

2.5 Floating charge

- (a) Each Chargor charges by way of a first floating charge:
 - (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed; and
 - (ii) all its assets located in Scotland or otherwise governed by Scots law.
- (b) Except as provided below, the Security Agent may by notice to a Chargor (and where Scots law applies, to the extent competent under Scots law) convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if a Senior Event of Default is continuing.
- (c) The floating charge created by this Subclause 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 section 1A of the Insolvency Act 1986

- (d) The floating charge created by this Subclause will automatically (and where Scots law applies, to the extent competent under Scots law) convert into a fixed charge over all of a Chargor's assets if:
 - (i) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator;
 - (ii) a Chargor creates or attempts to create any Security over a Security Asset save as permitted by the terms of a Relevant Senior Debt Document (while, in each case the liabilities under the relevant document remain outstanding), without the prior written consent of the Security Agent (acting on the instructions of the Majority Senior Creditors); or
 - (iii) any person levies or attempts to levy any attachment, distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any Security Asset having a market value of not less than £7,500,000 or its equivalent
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.6 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of each Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Senior Creditor Liabilities
- (b) Where any financial collateral is appropriated:
 - (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; and
 - (ii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Senior Secured Creditor will give credit for the proportion of the value of the financial collateral appropriated to its use

3. SET-OFF

3.1 Set-off

Each Chargor agrees that the Security Agent may at any time after a Senior Event of Default has occurred and is continuing, notwithstanding any settlement of account or other matters whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of such Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts towards satisfaction of the Senior Creditor Liabilities and which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off.

3.2 Purchase of currencies

For this purpose the Security Agent is authorised to purchase with the moneys standing to the credit of such account such other currencies as may be necessary to effect such application. The Security Agent shall not be obliged to exercise any right given to it by this Clause 3.

4. REPRESENTATIONS AND WARRANTIES - GENERAL

4.1 Nature of security

Each Chargor represents and warrants to each Senior Secured Creditor that this Deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise.

4.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by each Chargor on each date during the Security Period.
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

5. RESTRICTIONS ON DEALINGS

No Chargor may

- (a) create or permit to subsist any Security on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

unless permitted under this Deed or the Senior Facilities Agreements and permitted under or not prohibited by any Senior Secured Note Indenture (while the liabilities under relevant document remain outstanding)

6. LAND

6.1 General

In this Clause:

Environmental Approval means any authorisation required by any Environmental Law

Environmental Claim means any claim by any person in connection with:

- (a) a breach, or alleged breach, of an Environmental Law;
- (b) any accident, fire, explosion or other event of any type involving an emission or substance which is capable of causing harm to any living organism or the environment; or
- (c) any other environmental contamination

Environmental Law means any law or regulation concerning

- (a) the protection of health and safety,
- (b) the environment, or
- (c) any emission or substance which is capable of causing harm to any living organism or the environment

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property

Insured Property Assets means the Premises and all Chargor's other assets of an insurable nature in the Premises.

Mortgaged Property means all freehold or leasehold property referred to in Clause 2.2 (Land).

Premises means all buildings and erections included in the definition of **Mortgaged Property**.

6.2 Title

Each Chargor represents to each Senior Secured Creditor that

- (a) it is the legal and beneficial owner of its Mortgaged Property;
- (b) no breach of any law, regulation or covenant is outstanding which affects or might adversely affect the value, saleability or use of its Mortgaged Property and has, or would be reasonably likely to have, a Material Adverse Effect,
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting its Mortgaged Property that has, or would be reasonably likely to have, a Material Adverse Effect,
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered

dispositions, over its Mortgaged Property that has, or would be reasonably likely to have, a Material Adverse Effect;

- (e) all facilities necessary for the enjoyment and use of its Mortgaged Property (including those necessary for the carrying on of the business at each Mortgaged Property) on terms which would be acceptable to a reasonable and prudent operator of such business,
- (f) it has received no notice of any adverse claims by any person in respect of the ownership of its Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of its Mortgaged Property that has, or would be reasonably likely to have, a Material Adverse Effect; and
- (g) save as otherwise permitted under the terms of this Deed, the Senior Facilities Agreements or the Intercreditor Agreement and permitted under or not prohibited by any Senior Secured Note Indenture (while the liabilities under the relevant document remain outstanding), its Mortgaged Property is held by it free from any Security.

6.3 Environmental matters

Each Chargor must:

- (a) obtain all Environmental Approvals required by it,
- (b) comply in all material respects with any Environmental Approval or Environmental Law applicable to it, and
- (c) ensure that no Senior Secured Creditor incurs any liability by reason of any breach by it of any Environmental Law or Environmental Approval,
- (d) promptly upon becoming aware notify the Security Agent of.
 - (i) any Environmental Claim current or, to its knowledge, pending or threatened, or
 - (ii) any circumstances reasonably likely to result in an Environmental Claim,where in each case, the claim would reasonably be expected, if determined against that Chargor, to have a Material Adverse Effect.

6.4 Repair

Each Chargor must keep:

- (a) its Mortgaged Properties in good and substantial repair and condition, and
- (b) its Fixtures and all plant, machinery, implements and other effects owned by it and which are in or on its Mortgaged Properties and used in connection with its current business in a good state of repair and in good working order and condition

6.5 Insurance

- (a) Each Chargor must insure its Insured Property Assets against
 - (i) loss or damage by fire; and

- (ii) other risks normally insured against by persons carrying on the same class of business as that carried on by it.
- (b) Any insurance must be in a sum or sums not less than the replacement value of the Insured Property Assets. For this purpose, **replacement value** means the total cost of entirely rebuilding, reinstating or replacing those Insured Property Assets in the event of their being completely destroyed, together with architects' and surveyors' fees.
- (c) All moneys received or receivable under any insurance in respect of the Insured Property Assets must be applied
 - (i) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Security Agent may agree, or
 - (ii) after the Security under this Deed has become enforceable, if the Security Agent so directs and the terms of the relevant insurances allow, in or towards satisfaction of the Senior Creditor Liabilities
- (d) Each Chargor must procure that, as soon as reasonably practicable, a note of the Security Agent's interest is endorsed upon all policies of insurance maintained by that Chargor or any person on its behalf in respect of the Insured Property Assets
- (e) No Chargor may do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Insured Property Asset.
- (f) Each Chargor must promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of its Insured Property Assets in force.
- (g) Each Chargor must, on demand by the Security Agent, produce to the Security Agent the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of any premium for any insurance policy as the Security Agent may request.

6.6 Compliance with leases

Each Chargor must

- (a) perform in all material respects all the terms on its part contained in any lease comprised in the Mortgaged Property; and
- (b) not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated.

6.7 Compliance with applicable laws and regulations

Each Chargor must perform in all material respects all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

6.8 Notices

Each Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Mortgaged Property (or any part of it):

- (a) deliver a copy to the Security Agent, and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

6.9 Leases

- (a) No Chargor may grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property (except where in the case of a contractual licence or right to occupy only, it is required in the ordinary course of business of the relevant Chargor) without the consent of the Security Agent (acting on the instructions of the Majority Senior Creditors).
- (b) Sub-clause (a) above does not apply to any lease or tenancy of the Mortgaged Property or any part of it or a surrender of any lease or tenancy or any contractual licence or right to occupy the Mortgaged Property which:
 - (i) is
 - (A) permitted under the Credit Agreement as part of a Permitted Disposal which falls under paragraph (d) or (h) of the definition of Permitted Disposal in the Credit Agreement, and
 - (B) permitted under any equivalent provision in any Senior Facilities Agreement, and
 - (C) permitted under or not prohibited by any Senior Secured Note Indenture,

while, in each case, the liabilities under the relevant document remain outstanding, or
 - (ii) is (x) worth less than £50,000 per annum (which, for the avoidance of doubt, means that the annual passing rent or premium payable in respect of any such lease or tenancy or the surrender of any such lease or tenancy is less than £50,000 (excluding VAT)), and (y) for a period of no more than 15 years

6.10 H.M. Land Registry

Each 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, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or their conveyancer (Standard Form P) "

6.11 Deposit of title deeds

Each Chargor must upon request by the Security Agent use reasonable endeavours to deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property

6.12 Access

Each Chargor must permit the Security Agent and any person nominated by it at all reasonable times and on reasonable prior notice to enter any part of its Mortgaged Property and view the state of it

6.13 Investigation of title

Each Chargor must grant the Security Agent or its lawyers on request all facilities within the power of that Chargor to enable the Security Agent (acting reasonably and after consultation with the Parent) or its lawyers (at the expense of that Chargor) to

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

6.14 Power to remedy

If a Chargor fails to perform any term of this Deed affecting its Mortgaged Property, that Chargor must allow the Security Agent or its agents and contractors

- (a) to enter any part of its Mortgaged Property;
- (b) to comply with or object to any notice served on that Chargor in respect of its Mortgaged Property, and
- (c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice

That Chargor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Subclause.

7. INTELLECTUAL PROPERTY

7.1 Representations

Each Chargor warrants and represents to each Senior Secured Creditor that.

- (a) the Group Key Brand IPR identified in Part 1 of Schedule 3 (Key Brand IPR) and any Group Key Brand IPR notified to the Security Agent in writing by a Chargor (as soon as reasonably practicable upon acquiring such Group Key Brand IPR) are all of the registered Intellectual Property Rights that
 - (i) are owned by the Group; and
 - (ii) are registered with any of the UK Intellectual Property Office, the Office for Harmonization in the Internal Market, the Irish Patents Office, and the World Intellectual Property Organization (where such Intellectual Property Right designates any of the United Kingdom, Republic of Ireland and any member state of the European Union and the European Union itself), and

- (iii) relate solely or predominantly to the sale or manufacture of products sold under the Key Brands;
- (b) the Intellectual Property Rights that are the subject of the Licensed Key Brand IPR identified in Part 2 of Schedule 3 (Key Brand IPR) and any Licensed Key Brand IPR notified to the Security Agent in writing by a Chargor (as soon as reasonably practicable upon acquiring such Licensed Key Brand IPR) include all of the registered Intellectual Property Rights that
 - (i) are licensed from a third party by the Group, and
 - (ii) are registered with any of the UK Intellectual Property Office, the Office for Harmonization in the Internal Market, the Irish Patents Office and the World Intellectual Property Organization (where such Intellectual Property Right designates any of the United Kingdom, Republic of Ireland and any member state of the European Union and the European Union itself), and
 - (iii) relate solely or predominantly to the sale or manufacture of products sold under the Key Brands;
- (c) it is the sole legal and beneficial owner of its Group Key Brand IPR, save where such beneficial ownership may be shared with another Chargor;
- (d) the contracts pursuant to which it holds Licensed Key Brand IPR (**Key Brand IPR Contracts**) are in full force and effect and nothing has been done or omitted to be done by it or any member of the Group, or, so far as it is aware, by any third party, which enables any such contract to be terminated or constitutes a material breach of its terms where such termination or breach would have, or would be reasonably likely to have, a Material Adverse Effect.
- (e) its entry into and performance of this Deed will not conflict with any term of any Key Brand IPR Contract,
- (f) its Group Key Brand IPR and its Licensed Key Brand IPR are free of any Security and any other rights or interests (including any licences) in favour of third parties (except for licences granted in the ordinary course of business),
- (g) it does not, in carrying on its business in relation to the Key Brands, infringe any Intellectual Property Rights of any third party where such infringement would be reasonably expected to have a Material Adverse Effect, other than as notified to the Security Agent prior to the date of this Deed, and
- (h) no Group Key Brand IPR nor, so far as any member of the Group is aware, any third party Intellectual Property Rights which are the subject of Licensed Key Brand IPR, is being infringed, nor is there any threatened infringement of any such Intellectual Property Rights where such infringement would be reasonably expected to have a Material Adverse Effect, other than as notified to the Security Agent prior to the date of this Deed (or subsequently, as notified to the Security Agent as soon as reasonably practicable upon the relevant Chargor becoming aware of the infringement).

7.2 Preservation

- (a) Unless agreed otherwise with the Security Agent, such consent not to be unreasonably withheld or delayed, each Chargor must.

- (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Group Key Brand IPR in force where failure to do so would have or would be reasonably expected to have a Material Adverse Effect, save where Clause 5 (Restrictions on Dealings) applies;
 - (ii) duly and promptly perform its obligations under each Key Brand IPR Contract to which it is a party,
 - (iii) diligently pursue its rights under each Key Brand IPR Contract to which it is a party, to the extent that this conduct is consistent with the conduct of its business in the ordinary course (subject to the requirements in this Deed to maintain its Key Brand IPR in full force and effect subject always to clause 23 19 (Material Intellectual Property) of the Credit Agreement);
 - (iv) not take any action or make any omission that might result in any Key Brand IPR Contract ceasing to be in full force and effect;
 - (v) take all other steps which are reasonably practicable to maintain and preserve its interests in its Key Brand IPR, save where Clause 5 (Restrictions on Dealings) applies,
 - (vi) subject to sub-paragraph 7.2(a)(vii), if requested to do so by the Security Agent, as soon as reasonably practicable submit, or procure the submission of, the necessary forms and ancillary documents to any IP Register of the Group Key Brand IPR in order to record the existence of this Deed and/or the restrictions on disposal imposed by this Deed (it being acknowledged that the Security Agent has already requested the submission of the necessary forms and ancillary documents to the IP Registers to register this Security over all Group Key Brand IPR (unless otherwise stated in Schedule 3 (Key Brand IPR)) pursuant to the condition precedent in paragraph 4(c) of Schedule 2 (Conditions precedent) of the Credit Agreement); and
 - (vii) in the case of any Group Key Brand IPR relating to a Project Liquid Gold Brand, submit the necessary forms and ancillary documents to any IP Register of that Group Key Brand IPR in order to record the existence of this Deed and/or restrictions on disposal imposed by this Deed within 20 days after the Project Liquid Gold Trigger Date.
 - (viii) take such steps as are reasonably necessary (including the institution of legal proceedings) to prevent third parties infringing Key Brand IPR (provided, in respect of Licensed Key Brand IPR, such obligation shall be limited to the extent that the relevant Chargor is permitted to take such action under the relevant Key Brand IPR Contract)
- (b) Each Chargor must ensure that, except with the prior consent of the Security Agent (such consent not to be unreasonably withheld or delayed and such consent is deemed to have been given to the extent that any such action is permitted under this Deed or the Senior Facilities Agreements and permitted under or not prohibited by any Senior Secured Note Indenture), none of its Group Key Brand IPR is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

8. INVESTMENTS

8.1 Investments

Each Chargor represents to each Senior Secured Creditor that:

- (a) its Shares and, to the extent applicable, its other Investments, are fully paid;
- (b) its Shares represent the whole of the issued share capital of each applicable Subject Company; and
- (c) it is the sole legal and beneficial owner of its Investments.

8.2 Deposit

Each Chargor must

- (a) as soon as practicable deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments, and
- (b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments

8.3 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any Investment being altered or further shares in any Subject Company being issued

8.4 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to do so, the Security Agent may, but shall not be obliged to, pay the calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Subclause

8.5 Other obligations in respect of Investments

- (a) Each Chargor must comply with all conditions and obligations assumed by it in respect of any of its Investments
- (b) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment, or make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or

- (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

8.6 Voting rights

(a) Before this Security becomes enforceable

- (i) the voting rights, powers and all other rights in respect of the Investments shall be exercised by the relevant Chargor to the extent permitted by law, and otherwise (if exercisable by the Security Agent), shall be exercised in any manner which the relevant Chargor may direct in writing, and
- (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the relevant Chargor.

The Chargor must indemnify the Security Agent against any loss liability incurred by the Security Agent (save to the extent caused by the Security Agent's gross negligence or wilful misconduct) as a consequence of the Security Agent acting in respect of the Investments on the direction of the Chargor

- (b) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 Non-payment following delivery of a Repayment Notice

This Security will become immediately enforceable if a Senior Event of Default is continuing and the Security Agent gives notice to each Chargor that this Security is enforceable.

9.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Instructing Group direct.

9.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable

10. ENFORCEMENT OF SECURITY

10.1 General

- (a) For the purposes of all powers implied by statute, the Senior Creditor Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security

- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act

10.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire.

- (a) whether the Senior Creditor Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Relevant Senior Debt Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

10.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Relevant Senior Debt Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account

11. RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable, or
 - (ii) a Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

11.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

11.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Senior Secured Creditor will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

11.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes

enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

12. POWERS OF RECEIVER

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

12.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

12.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by any Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor

12.14 Protection of assets

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

12.15 Other powers

A Receiver may.

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

13. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with the Intercreditor Agreement

14. CONTINUING SECURITY

14.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Senior Creditor Liabilities, regardless of any intermediate payment or discharge in whole or in part.

14.2 Reinstatement

If any payment by an Obligor or any discharge given by a Senior Secured Creditor (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

- (a) the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Senior Secured Creditor will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred

14.3 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Senior Secured Creditor) This includes

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Relevant Senior Debt Document or any other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Relevant Senior Debt Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Relevant Senior Debt Document, or
- (h) any insolvency or similar proceedings.

14.4 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Senior Secured Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from that Chargor under this Deed
- (b) This waiver applies irrespective of any law or any provision of any Relevant Senior Debt Document to the contrary

14.5 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Relevant Senior Debt Documents have been irrevocably paid in full, each Senior Secured Creditor (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed.

- (a)
 - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Senior Secured Creditor (or any trustee or agent on its behalf) against those amounts, or
 - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Deed.

14.6 Non-competition

Unless.

- (a) all amounts which may be or become payable by the Obligors under or in connection with the Relevant Senior Debt Documents have been irrevocably paid in full; or
- (b) the Security Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed.

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Senior Secured Creditor (or any trustee or agent on its behalf),
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Clause;
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Senior Secured Creditor (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor

Each Chargor must hold in trust for and must immediately pay or transfer to the Security Agent for the Senior Secured Creditors any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Agent under this Clause.

14.7 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Senior Secured Creditor.
- (b) No prior security held by any Senior Secured Creditor (in its capacity as such or otherwise) over any Security Asset will merge into this Security

15. EXPENSES AND INDEMNITY

Each Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by any Senior Secured Creditor, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

16. DELEGATION

16.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

16.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit

16.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

17. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed, provided that such power of attorney shall not be exercised until the Security under this Deed has become enforceable. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

19. MISCELLANEOUS

19.1 Covenant to pay

Each Chargor must pay or discharge the Senior Creditor Liabilities in the manner provided for in the Relevant Senior Debt Documents

19.2 Tacking

Each Senior Facility Finance Party must perform its obligations under its Senior Facility Finance Documents (including any obligation to make available further advances).

19.3 New accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Senior Secured Creditor may open a new account with a Chargor.

- (b) If the Senior Secured Creditor does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account
- (c) As from that time all payments made to the Senior Secured Creditor will be credited or be treated as having been credited to the new account and will not operate to reduce any Senior Creditor Liabilities.

19.4 Time deposits

Without prejudice to any right of set-off any Senior Secured Creditor may have under any other Relevant Senior Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Senior Secured Creditor within the Security Period when

- (a) this Security has become enforceable; and
- (b) no Senior Creditor Liabilities are due and payable,

that time deposit will automatically be renewed for any further maturity which that Senior Secured Creditor considers appropriate

19.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Security Document.

20. RELEASE

At the end of the Security Period or as required by any Senior Facilities Agreement and any Senior Secured Note Indenture (while, in each case, the liabilities under the relevant document remain outstanding and provided that while the liabilities under the relevant document remain outstanding, any release must be permitted under the terms of each document) or Clause 12 (Proceeds of Disposals and Release of Security) of the Intercreditor Agreement, the Senior Secured Creditors must, at the request and cost of a Chargor, take whatever action is necessary to release the relevant Security Assets from this Security

21. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts together constitute one and the same instrument.

22. GOVERNING 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 entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name	Company number
Premier Foods Group Limited	00281728
CH Old Co Limited	2081705
H L. Foods Limited	2560855
Hillsdown Ambient Foods Group Limited	1220754
Premier Ambient Products (UK) Limited	4427006
Premier Financing Limited	3716362
Premier International Foods UK Limited	314272
Premier Foods Investments Limited	04426994
Premier Brands Foods Limited	03771991
Premier Foods (Holdings) Limited	00971448
Premier Foods Investments No.1 Limited	5014179
Hillsdown International Limited	01943509
Hillsdown Investments Limited	01871848
MF Old Co Limited	04562599
Premier Grocery Products Limited	01644110
RHM Limited	03946774
RHM Group Two Limited	03960473
RHM Group Three Limited	03960569
RHM Food Solutions Limited	04005039
RHM Group Holding Limited	05458761
Premier Foods Group Services Limited	03977318
London Superstores Limited	01358349
RHM Overseas Limited	00745504
RHM Foodbrands+ Limited	03977324
Manor Bakeries Limited	00285602
Centura Foods Limited	00212842
Premier Foods plc	5160050
Premier Brands Limited	SC096055
Premier Grocery Products Ireland Limited	316544
Premier Foods Finance plc	08893953

SCHEDULE 2**PROPERTY****English and Welsh Properties**

Facility	Address	Registered Proprietor	Title Number	Land Description	Registry
Carlton	Fish Dam Lane Carlton Barnsley South Yorkshire S71 3HQ	Premier Foods Group Limited	SYK357265	Carlton Bakery, Fish Dam Lane, Carlton.	
Worksop	Claylands Avenue Worksop Nottinghamshire S81 7AY	Premier Foods Group Limited	NT354822	Campbell Foods, Claylands Avenue, Worksop, S81 7AY	
		Premier Foods Group Limited	NT341924	Land lying to the south west of Claylands Avenue, Worksop	
Ashford	Kennington Road Ashford Kent TN24 0LU	Premier Foods Group Limited	K825438	Land on the west side of Willesborough Road, Ashford	

SCHEDULE 3

KEY BRAND IPR

Contents

Part 1 (Group Key Brand IPR)

1 – Registered trade marks

2 – Registered designs

3 – Registered patents

4 – Group Key Brand IPR relating to the Project Liquid Gold Brands

Part 2 (Licensed Key Brand IPR)

1 – Licensed Key Brand IPR relating to Key Brands other than the Project Liquid Gold Brands

2 – Licensed Key Brand IPR relating to the Project Liquid Gold Brands

PART 1
GROUP KEY BRAND IPR

1. Registered trade marks

1.1 Trade marks registered at the UK Intellectual Property Office

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
A GREAT BIG HUG IN A MUG	Registered	United Kingdom	2382041	Premier Foods Group Limited	13-Jan-2005
AI	Registered	United Kingdom	281640	Premier Foods Group Limited	03-Apr-1906
AAH'	Registered	United Kingdom	2119032	Premier Foods Group Limited	19-Dec-1996
AAH' BISTO	Registered	United Kingdom	2119033	Premier Foods Group Limited	19-Dec-1996
AAH' BISTO	Registered	United Kingdom	2399084	Premier Foods Group Limited	11-Aug-2005
ABSOFRUITLY	Registered	United Kingdom	2271385	Premier Foods Group Limited	31-May-2001
AH' BISTO	Registered	United Kingdom	2119034	Premier Foods Group Limited	19-Dec-1996
Ahh BISTO STYLISED & KIDS	Registered	United Kingdom	1085418	Premier Foods Group Limited	21-Oct-1977
AMBROSIA	Registered	United Kingdom	584691	Premier Foods Group Limited	05-Apr-1938

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
AMBROSIA	Registered	United Kingdom	1175616	Premier Foods Group Limited	25-May-1982
AMBROSIA	Registered	United Kingdom	885235	Premier Foods Group Limited	07-Oct-1965
AMBROSIA	Registered	United Kingdom	397045	Premier Foods Group Limited	10-Nov-1919
AMBROSIA	Registered	United Kingdom	352424	Premier Foods Group Limited	06-Jun-1913
AMBROSIA	Registered	United Kingdom	2109067	Premier Foods Group Limited	02-Sep-1996
Ambrosia	Registered	United Kingdom	2109070	Premier Foods Group Limited	02-Sep-1996
AMBROSIA	Registered	United Kingdom	1544331	Premier Foods Group Limited	09-Aug-1993
AMBROSIA	Registered	United Kingdom	2312187	Premier Foods Group Limited	03-Oct-2002
AMBROSIA	Registered	United Kingdom	2161255	Premier Foods Group Limited	18-Mar-1998
AMBROSIA	Registered	United Kingdom	2232565	Premier Foods Group Limited	16-May-2000
AMBROSIA FIELD SCENE	Registered	United Kingdom	2498093	Premier Foods Group Limited	19-Sep-2008
Ambrosia FRUITFUL	Registered	United Kingdom	1506645	Premier Foods Group Limited	14-Jul-1992
AMBROSIA PUDS/AMBROSIA PUDS/AMBROSIA	Registered	United Kingdom	2507869	Premier Foods Group Limited	04-Feb-2009
JELLY CRUMBLE SPONGE					

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
PUDS/ AMBROSIA FRUIT PUDS					
AMBROSIA Logo 2010	Registered	United Kingdom	2558635	Premier Foods Group Limited	14-Sep-2010
AMBROSIA Logo 2010 (cow)	Registered	United Kingdom	2563826	Premier Foods Group Limited	10-Nov-2010
AMBROSIA SNACK PACK	Registered	United Kingdom	1486274	Premier Foods Group Limited	19-Dec-1991
AMBROSIA SPLAT!	Registered	United Kingdom	2312186	Premier Foods Group Limited	03-Oct-2002
AMBROSIA SUPERSHAKE	Registered	United Kingdom	2109002	Premier Foods Group Limited	03-Sep-1996
AMBROSIA TOPSY TURVY	Registered	United Kingdom	1233812	Premier Foods Group Limited	17-Jan-1985
AMBROSIA WINTER SCENE	Registered	United Kingdom	2497903	Premier Foods Group Limited	17-Sep-2008
ANGEL	Registered	United Kingdom	2022861	Premier Foods Group Limited	05-Jun-1995
ANGEL DELIGHT	Registered	United Kingdom	1066089	Premier Foods Group Limited	22-Jul-1976
ANGEL DELIGHT	Registered	United Kingdom	2022865	Premier Foods Group Limited	05-Jun-1995
ANGEL DELIGHT	Registered	United Kingdom	2155698	Premier Foods Group Limited	16-Jan-1998
ANGEL DELIGHT (Back of Pack)	Registered	United Kingdom	2155702	Premier Foods Group Limited	16-Jan-1998

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
ANGEL DELIGHT (devil)	Registered	United Kingdom	2267961	Premier Foods Group Limited	20-Apr-2001
ANGEL DELIGHT (PACK FRONT)	Registered	United Kingdom	2268783	Premier Foods Group Limited	26-Apr-2001
ANGEL SLICE	Registered	United Kingdom	2560585	Premier Foods Group Limited	05-Oct-2010
ANGEL WHIRL	Registered	United Kingdom	1121571	Premier Foods Group Limited	28-Sep-1979
ARE YOU A NOODLE HEAD?	Registered	United Kingdom	2405033	Premier Foods Group Limited	27-Oct-2005
B I R D ' S	Registered	United Kingdom	1092760	Premier Foods Group Limited	17-Mar-1978
BATCHELORS	Registered	United Kingdom	2212991	Premier Foods Group Limited	02-Nov-1999
BATCHELORS	Registered	United Kingdom	2488535	Premier Foods Group Limited	27-May-2008
BATCHELORS	Registered	United Kingdom	1589131	Premier Foods Group Limited	26-Oct-1994
BATCHELORS (Package)	Registered	United Kingdom	2003567	Premier Foods Group Limited	28-Nov-1994
BATCHELORS and Design (Colour)	Registered	United Kingdom	2206095A	Premier Foods Group Limited	17-Aug-1999
Batchelors Bigga Labels	Registered	United Kingdom	2229933	Premier Foods Group Limited	18-Apr-2000
BATCHELORS BIGGA PEAS	Registered	United Kingdom	557112	Premier Foods Group Limited	15-Jan-1935

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BATCHELORS CUP A SOUP	Registered	United Kingdom	2212999	Premier Foods Group Limited	02-Nov-1999
BATCHELORS CUP A SOUP	Registered	United Kingdom	2105826	Premier Foods Group Limited	23-Jul-1996
BATCHELORS CUP A SOUP & LABEL 1	Registered	United Kingdom	2399625	Premier Foods Group Limited	18-Aug-2005
BATCHELORS CUP A SOUP + CRUNCH & LABEL 1	Registered	United Kingdom	2387987	Premier Foods Group Limited	29-Mar-2005
BATCHELORS CUP A SOUP TO GO & LABEL 1	Registered	United Kingdom	2372304	Premier Foods Group Limited	07-Sep-2004
BATCHELORS CUP A SOUP TO GO Container	Registered	United Kingdom	2372212	Premier Foods Group Limited	06-Sep-2004
BATCHELORS CUP-A-SOUP Label	Registered	United Kingdom	2120993	Premier Foods Group Limited	16-Jan-1997
BATCHELORS Design (Black and White)	Registered	United Kingdom	2206095B	Premier Foods Group Limited	17-Aug-1999
BATCHELORS DWARF BRAND PEAS	Registered	United Kingdom	559883	Premier Foods Group Limited	02-May-1935
BATCHELORS EXPRESS	Registered	United Kingdom	2508576	Premier Foods Group Limited	11-Feb-2009
BATCHELORS EXPRESS Logo	Registered	United Kingdom	2513156	Premier Foods Group Limited	06-Apr-2009

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BACHELORS BRITAIN	Registered	United Kingdom	2605195	Premier Foods Group Limited	21-Dec-2011
BACHELORS HARVEST	Registered	United Kingdom	1546853	Premier Foods Group Limited	07-Sep-1993
BACHELORS HARVEST	Registered	United Kingdom	1473678	Premier Foods Group Limited	17-Aug-1991
BACHELORS LABEL	Registered	United Kingdom	692109	Premier Foods Group Limited	08-Sep-1950
Batchelors Mug Device	Registered	United Kingdom	2038820	Premier Foods Group Limited	28-Sep-1995
BACHELORS CHOICE	Registered	United Kingdom	1279323	Premier Foods Group Limited	12-Sep-1986
BACHELORS Natural Choice Device	Registered	United Kingdom	1284599	Premier Foods Group Limited	10-Oct-1986
BACHELORS Natural Choice Device	Registered	United Kingdom	1284600	Premier Foods Group Limited	10-Oct-1986
BACHELORS HARVEST	Registered	United Kingdom	2134965	Premier Foods Group Limited	04-Jun-1997
BACHELORS CREATIONS	Registered	United Kingdom	2008052	Premier Foods Group Limited	18-Jan-1995
BACHELORS NOODLE	Registered	United Kingdom	2144752	Premier Foods Group Limited	12-Sep-1997

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
EXPRESS					
BACHELORS PASTA 'N' SAUCE	Registered	United Kingdom	1587984	Premier Foods Group Limited	14-Oct-1994
BACHELORS Pasta 'n' Sauce Label	Registered	United Kingdom	2003463	Premier Foods Group Limited	28-Nov-1994
BACHELORS PASTA SOUP	Registered	United Kingdom	2140684	Premier Foods Group Limited	01-Aug-1997
BACHELORS POTATO SAUCERY	Registered	United Kingdom	1208775	Premier Foods Group Limited	09-Dec-1983
BACHELORS Potatoes 'n' Sauce Device	Registered	United Kingdom	1579250	Premier Foods Group Limited	22-Jul-1994
BACHELORS Potatoes 'n' Sauce Label	Registered	United Kingdom	1579247	Premier Foods Group Limited	22-Jul-1994
BACHELORS SAUCY SPUDS	Registered	United Kingdom	2038963	Premier Foods Group Limited	28-Sep-1995
BACHELORS Slim a Soup ORIGINAL Device	Registered	United Kingdom	1589328	Premier Foods Group Limited	27-Oct-1994
Batchelors Slim a Soup SPECIAL	Registered	United Kingdom	1589325	Premier Foods Group Limited	27-Oct-1994
BACHELORS Slim-A-Soup	Registered	United Kingdom	1124931	Premier Foods Group Limited	30-Nov-1979

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BATCHELORS SOUP CREATIONS	Registered	United Kingdom	2008178	Premier Foods Group Limited	18-Jan-1995
BATCHELORS Soup Creations Device	Registered	United Kingdom	2108378	Premier Foods Group Limited	23-Aug-1996
BATCHELORS SUPER NOODLES	Registered	United Kingdom	1232040	Premier Foods Group Limited	13-Dec-1984
BATCHELORS SURPRISE	Registered	United Kingdom	1313465	Premier Foods Group Limited	19-Jun-1987
BATCHELORS THE WORLD'S GARDEN	Registered	United Kingdom	1305274	Premier Foods Group Limited	27-Mar-1987
BATTEN BITES	Registered	United Kingdom	2165752	Premier Foods Group Limited	06-May-1998
Bean Harvest	Registered	United Kingdom	2151856	Premier Foods Group Limited	24-Nov-1997
Beanfeast	Registered	United Kingdom	2387952	Premier Foods Group Limited	29-March-2005
Beryl the Hen	Registered	United Kingdom	2581263	Premier Foods Group Limited	16-May-2011
BERO	Registered	United Kingdom	701443	Premier Foods Group Limited	24-Sep-1951
BE-RO	Registered	United Kingdom	281121A	Premier Foods Group Limited	26-Mar-1906
BE-RO SELF RAISING FLOUR Device	Registered	United Kingdom	484920	Premier Foods Group Limited	14-Oct-1927

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BIRD'S	Registered	United Kingdom	567062	Premier Foods Group Limited	05-Mar-1936
BIRD'S	Registered	United Kingdom	850338	Premier Foods Group Limited	14-Jun-1963
BIRD'S	Registered	United Kingdom	1270684	Premier Foods Group Limited	04-Jul-1986
BIRD'S	Registered	United Kingdom	835528	Premier Foods Group Limited	07-Jun-1962
BIRD'S	Registered	United Kingdom	2279686	Premier Foods Group Limited	03-Sep-2001
BIRD'S	Registered	United Kingdom	1101942	Premier Foods Group Limited	25-Sep-1978
BIRD'S	Registered	United Kingdom	1121569	Premier Foods Group Limited	28-Sep-1979
BIRD'S (CUSTARD PACKET)	Registered	United Kingdom	2022858	Premier Foods Group Limited	05-Jun-1995
BIRD'S CUSTARD POWDER	Registered	United Kingdom	155480	Premier Foods Group Limited	09-Apr-1891
BIRD'S DIPPIT	Registered	United Kingdom	1312063	Premier Foods Group Limited	04-Jun-1987
BIRD'S DREAM	Registered	United Kingdom	1254521	Premier Foods Group Limited	15-Nov-1985
BIRD'S SUGAR CRISP	Registered	United Kingdom	714146	Premier Foods Group Limited	21-Jan-1953
BIRD'S SUGAR FREE JELLY BANNER	Registered	United Kingdom	2022854	Premier Foods Group Limited	05-Jun-1995

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BIRD'S THREE BIRDS AND GLASS	Registered	United Kingdom	501217	Premier Foods Group Limited	25-Mar-1929
BISTO	Registered	United Kingdom	728937	Premier Foods Group Limited	07-Apr-1954
BISTO	Registered	United Kingdom	728936	Premier Foods Group Limited	07-Apr-1954
BISTO	Registered	United Kingdom	191240	Premier Foods Group Limited	16-Nov-1895
BISTO BEST Device	Registered	United Kingdom	1565399	Premier Foods Group Limited	31-Oct-1994
BISTO CARVERY	Registered	United Kingdom	1249011	Premier Foods Group Limited	23-Aug-1985
BISTO CASSEROLE SAUCERY	Registered	United Kingdom	1356648	Premier Foods Group Limited	02-Sep-1988
BISTO CHIP SHOP CURRY Device	Registered	United Kingdom	2046388	Premier Foods Group Limited	27-Nov-1995
BISTO HOT AND HEARTY	Registered	United Kingdom	1160952	Premier Foods Group Limited	09-Sep-1981
BISTO INSPIRATIONS	Registered	United Kingdom	2336125	Premier Foods Group Limited	27-Jun-2003
BISTO KIDS	Registered	United Kingdom	660302	Premier Foods Group Limited	25-Jun-1947
Bisto Kids Device	Registered	United Kingdom	1133078	Premier Foods Group Limited	02-May-1980
BISTO MINCE MATES	Registered	United Kingdom	2331426	Premier Foods Group Limited	08-May-2003

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BISTO RICH GRAVY GRANULES	Registered	United Kingdom	1131006	Premier Foods Group Limited	26-Mar-1980
BISTO RICH GRAVY GRANULES Label	Registered	United Kingdom	1154393	Premier Foods Group Limited	20-May-1981
BISTO SO SAUCY	Registered	United Kingdom	2331428	Premier Foods Group Limited	08-May-2003
BISTO Stylised and Gravy Device	Registered	United Kingdom	633521	Premier Foods Group Limited	12-Nov-1944
BISTO Stylised and Gravy Device	Registered	United Kingdom	633520	Premier Foods Group Limited	12-Nov-1944
BISTO WELCOME	Registered	United Kingdom	1179299	Premier Foods Group Limited	29-Jul-1982
BLUE FURRY ARMS Device	Registered	United Kingdom	2384148	Premier Foods Group Limited	10-Feb-2005
BRAND & CO ESSENCE OF BEEF Label	Registered	United Kingdom	201	Premier Foods Group Limited	06-Jan-1876
BRAND'S	Registered	United Kingdom	728487	Premier Foods Group Limited	26-Mar-1954
BRAND'S	Registered	United Kingdom	441825	Premier Foods Group Limited	20-Oct-1923
BRAND'S AI SAUCE Label	Registered	United Kingdom	913843	Premier Foods Group Limited	30-Aug-1967
BRAND'S CURRY BOWL	Registered	United Kingdom	920114	Premier Foods Group Limited	24-Jan-1968

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BRANDS ESSENCE OF CHICKEN & Device	Registered	United Kingdom	740353	Premier Foods Group Limited	15-Mar-1955
BRANDS ESSENCE OF CHICKEN Device	Registered	United Kingdom	740354	Premier Foods Group Limited	15-Mar-1955
BRANDS ESSENCE OF CHICKEN Device	Registered	United Kingdom	740355	Premier Foods Group Limited	15-Mar-1955
BRANDS ESSENCE OF CHICKEN Label	Registered	United Kingdom	740352	Premier Foods Group Limited	15-Mar-1955
BRRRRRRRD'S	Registered	United Kingdom	2282971	Premier Foods Group Limited	11-Oct-2001
CAKE 2 GO Device	Registered	United Kingdom	2223434	Premier Foods Group Limited	24-Feb-2000
CAKE BITE	Registered	United Kingdom	2331956	Premier Foods Group Limited	13-May-2003
CAKE COLLISIONS	Registered	United Kingdom	2548001	Premier Foods Group Limited	20-May-2010
CAKEHOLES	Registered	United Kingdom	2155890	Premier Foods Group Limited	20-Jan-1998
CHEERY BAKEWELL	Registered	United Kingdom	2331955	Premier Foods Group Limited	13-May-2003
Chef Pouring Device	Registered	United Kingdom	1077060	Premier Foods Group Limited	15-Apr-1977
Chef with Mixing Bowl Device	Registered	United Kingdom	1077059	Premier Foods Group Limited	15-Apr-1977

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
CHICKEN OXO	Registered	United Kingdom	1004987	Premier Foods Group Limited	18-Jan-1973
COOK-IN-SAUCE	Registered	United Kingdom	1371884	Premier Foods Group Limited	1-Feb-1989
COOL HOLD	Registered	United Kingdom	2516134	Premier Foods Group Limited	18-May-2009
CUP-A-SOUP	Registered	United Kingdom	2509255	Premier Foods Group Limited	20-Feb-2009
CURRY TO GO	Registered	United Kingdom	2213441	Premier Foods Group Limited	05-Nov-1999
CUSTARD TUB & LID GET-UP CONTAINER	Registered	United Kingdom	2161258C	Premier Foods Group Limited	18-Mar-1998
Dagger and Hand Device	Registered	United Kingdom	822976	Premier Foods Group Limited	13-Jul-1961
DREAM TOPPING	Registered	United Kingdom	1066090	Premier Foods Group Limited	22-Jul-1976
DREAM TOPPING	Registered	United Kingdom	1208182	Premier Foods Group Limited	30-Nov-1983
EXCEEDINGLY GOOD CAKES	Registered	United Kingdom	2001502	Premier Foods Group Limited	31-Oct-1994
FOR INSPIRATION & INFORMATION CALL SHARWOODS	Registered	United Kingdom	2192667	Premier Foods Group Limited	24-Mar-1999
GREEN LABEL	Registered	United Kingdom	2000577	Premier Foods Group Limited	31-Oct-1994

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
Homepride	Registered	United Kingdom	1250344	Premier Foods Group Limited	16-Sep-1985
HOMEPRIDE	Registered	United Kingdom	1248819	Premier Foods Group Limited	21-Aug-1985
HOMEPRIDE	Registered	United Kingdom	298844	Premier Foods Group Limited	13-Dec-1907
HOMEPRIDE	Registered	United Kingdom	440761	Premier Foods Group Limited	15-Sep-1923
HOMEPRIDE	Registered	United Kingdom	1379946	Premier Foods Group Limited	12-Apr-1989
HOMEPRIDE	Registered	United Kingdom	1427495	Premier Foods Group Limited	31-May-1990
HOMEPRIDE	Registered	United Kingdom	1413042	Premier Foods Group Limited	25-Jan-1990
HOMEPRIDE	Registered	United Kingdom	1544256	Premier Foods Group Limited	06-Aug-1993
HOMEPRIDE	Registered	United Kingdom	2246385	Premier Foods Group Limited	22-Sep-2000
HOMEPRIDE & FRED rectangle Device	Registered	United Kingdom	2246381	Premier Foods Group Limited	22-Sep-2000
HOMEPRIDE & FRED square Device	Registered	United Kingdom	2370048	Premier Foods Group Limited	05-Aug-2004
HOMEPRIDE BAKER Device	Registered	United Kingdom	1225304	Premier Foods Group Limited	24-Aug-1984
HOMEPRIDE BAKER Device	Registered	United Kingdom	1225303	Premier Foods Group Limited	24-Aug-1984

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
HOMEPRIDE COAT & COOK	Registered	United Kingdom	1066523	Premier Foods Group Limited	29-Jul-1976
HOMEPRIDE COOK-IN-SAUCE	Registered	United Kingdom	1201722	Premier Foods Group Limited	16-Aug-1983
HOMEPRIDE COUNTRY FARE	Registered	United Kingdom	1263605	Premier Foods Group Limited	27-Mar-1986
HOMEPRIDE DELICIOUSLY GOOD	Registered	United Kingdom	2271222	Premier Foods Group Limited	29-May-2001
HOME-PRIDE Device	Registered	United Kingdom	752897	Premier Foods Group Limited	14-Apr-1956
HOMEPRIDE FUN TO BAKE	Registered	United Kingdom	1530252	Premier Foods Group Limited	19-Mar-1993
HOMEPRIDE HUNIFLAKES	Registered	United Kingdom	653337	Premier Foods Group Limited	06-Nov-1946
HOMEPRIDE MAN I	Registered	United Kingdom	1242883	Premier Foods Group Limited	29-May-1985
HOMEPRIDE MAN I	Registered	United Kingdom	927154	Premier Foods Group Limited	25-Jun-1968
HOMEPRIDE MAN I	Registered	United Kingdom	1298677	Premier Foods Group Limited	23-Jan-1987
HOMEPRIDE MAN I	Registered	United Kingdom	959068	Premier Foods Group Limited	01-May-1970
HOMEPRIDE MAN I	Registered	United Kingdom	959069	Premier Foods Group Limited	01-May-1970
HOMEPRIDE MAN I	Registered	United Kingdom	959070	Premier Foods Group Limited	01-May-1970

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
HOMEPRIDE MAN I	Registered	United Kingdom	981371	Premier Foods Group Limited	04-Oct-1971
HOMEPRIDE MAN I	Registered	United Kingdom	959071	Premier Foods Group Limited	01-May-1970
HOMEPRIDE MAN 1A	Registered	United Kingdom	1377987	Premier Foods Group Limited	29-Mar-1989
HOMEPRIDE MAN 1A	Registered	United Kingdom	1210531	Premier Foods Group Limited	10-Jan-1984
HOMEPRIDE MAN 1A	Registered	United Kingdom	1405797	Premier Foods Group Limited	28-Nov-1989
HOMEPRIDE MAN 1A	Registered	United Kingdom	1412965	Premier Foods Group Limited	25-Jan-1990
HOMEPRIDE MAN 1A	Registered	United Kingdom	1416046	Premier Foods Group Limited	08-Sep-1989
HOMEPRIDE MAN 1A	Registered	United Kingdom	1544255	Premier Foods Group Limited	06-Aug-1993
HOMEPRIDE MAN 1A	Registered	United Kingdom	1471644	Premier Foods Group Limited	26-Jul-1991
HOMEPRIDE MAN 1A & BAKER	Registered	United Kingdom	1246034	Premier Foods Group Limited	12-Jul-1985
HOMEPRIDE MAN 1A & BAKER	Registered	United Kingdom	1246035	Premier Foods Group Limited	12-Jul-1985
HOMEPRIDE MAN 1A & BAKER	Registered	United Kingdom	1249141	Premier Foods Group Limited	27-Aug-1985

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
HOMEPRIDE MAN 1A & CHEF	Registered	United Kingdom	1377988	Premier Foods Group Limited	29-Mar-1989
HOMEPRIDE MAN 1A Series of 18	Registered	United Kingdom	1242882	Premier Foods Group Limited	29-May-1985
HOMEPRIDE MAN 1A Series of 6	Registered	United Kingdom	1210530	Premier Foods Group Limited	10-Jan-1984
HOMEPRIDE MAN Device 1A Series	Registered	United Kingdom	1244016	Premier Foods Group Limited	14-Jun-1985
HOMEPRIDE MEN & CHEF IN KITCHEN	Registered	United Kingdom	1544254	Premier Foods Group Limited	06-Aug-1993
HOMEPRIDE MICROBAKE	Registered	United Kingdom	1316867	Premier Foods Group Limited	27-Jul-1987
HOMEPRIDE PAN SIZZLERS	Registered	United Kingdom	2267472	Premier Foods Group Limited	18-Apr-2001
HOMEPRIDE PASTA STIR & SERVE	Registered	United Kingdom	2271092	Premier Foods Group Limited	25-May-2001
HOMEPRIDE POTATO BAKE	Registered	United Kingdom	2124500	Premier Foods Group Limited	21-Feb-1997
HOMEPRIDE SELF RAISING FLOUR Device	Registered	United Kingdom	324820	Premier Foods Group Limited	27-Jun-1910
HOMEPRIDE THE CHINESE MENU	Registered	United Kingdom	2025176	Premier Foods Group Limited	27-Jun-1995

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
HOMEPRIDE WORLD OF CURRY	Registered	United Kingdom	2007356	Premier Foods Group Limited	11-Jan-1995
Honey Shred	Registered	United Kingdom	2507454	Premier Foods Group Limited	29-Jan-2009
HOT'N'FRUITY CUSTARD POT Device Series	Registered	United Kingdom	2215217	Premier Foods Group Limited	23-Nov-1999
HUG IN A MUG	Registered	United Kingdom	2382040	Premier Foods Group Limited	13-Jan-2005
INSTANT WHIP	Registered	United Kingdom	1159997	Premier Foods Group Limited	21-Aug-1981
JOLLY GOOD SALT	Registered	United Kingdom	726679	Premier Foods Group Limited	09-Feb-1954
KIP KIDS	Registered	United Kingdom	2333394	Premier Foods Group Limited	30-May-2003
KIPLING KIDS	Registered	United Kingdom	2333391	Premier Foods Group Limited	30-May-2003
LITTLE ANGELS	Registered	United Kingdom	2281746	Premier Foods Group Limited	27-Sep-2001
LYONS	Registered	United Kingdom	695001 F	Premier Foods Group Limited	01-Jan-1951
LYONS	Registered	United Kingdom	1414055F	Premier Foods Group Limited	19-Jan-1990
LYONS ALL STARS	Registered	United Kingdom	1356366B	Premier Foods Group Limited	27-Aug-1988
LYONS ALL STARS	Registered	United Kingdom	1356366C	Premier Foods Group Limited	27-Aug-1988

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
LYONS & Device (Father Christmas & Sack Device)	Registered	United Kingdom	1362318B	Premier Foods Group Limited	01-Nov-1988
LYONS & Device (Father Christmas on Chimney)	Registered	United Kingdom	1362338B	Premier Foods Group Limited	01-Nov-1988
LYONS & Device (Father Christmas behind a wall)	Registered	United Kingdom	1362352B	Premier Foods Group Limited	01-Nov-1988
LYONS CORNERS	Registered	United Kingdom	1588157B	Premier Foods Group Limited	18-Oct-1994
LYONS CRAZY CORNER	Registered	United Kingdom	2155111	Premier Foods Group Limited	09-Jan-1998
LYONS DELIGHTS	Registered	United Kingdom	1379936B	Premier Foods Group Limited	14-Apr-1989
LYONS FIVE STARS	Registered	United Kingdom	1379935B	Premier Foods Group Limited	14-Apr-1989
LYONS CLASSICS	Registered	United Kingdom	1512620B	Premier Foods Group Limited	15-Sep-1992
LYONS CHOCOLATE CLASSICS	Registered	United Kingdom	1342182B	Premier Foods Group Limited	22-Apr-1988
LYONS CHOCOLATE CLASSICS	Registered	United Kingdom	1342182C	Premier Foods Group Limited	22-Apr-1988
LYONS CHRISTMAS CLASSICS	Registered	United Kingdom	1342183B	Premier Foods Group Limited	22-Apr-1988

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
LYONS FOIL WRAPPER DEVICE – SUMMER SEASONS (Beach View)	Registered	United Kingdom	1404862B	Premier Foods Group Limited	22-Nov-1989
LYONS FOIL WRAPPER DEVICE – SUMMER SEASONS (Flowers in Field)	Registered	United Kingdom	1404801B	Premier Foods Group Limited	22-Nov-1989
LYONS FOIL WRAPPER DEVICE – SUMMER SEASONS (Thatched Cottage)	Registered	United Kingdom	1404806B	Premier Foods Group Limited	22-Nov-1989
LYONS FOIL WRAPPER DEVICE – SUMMER SEASONS (Tree and Brook)	Registered	United Kingdom	1404799B	Premier Foods Group Limited	22-Nov-1989
LYONS FOIL WRAPPER DEVICE – SUMMER SEASONS (Tree under sun)	Registered	United Kingdom	1404882B	Premier Foods Group Limited	22-Nov-1989
LYONS FOIL WRAPPER DEVICE – SUMMER SEASONS (Village by Sea)	Registered	United Kingdom	1404880B	Premier Foods Group Limited	22-Nov-1989
LYONS QUOTA	Registered	United Kingdom	1195786B	Premier Foods Group Limited	12-May-1983

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
LYONS SNOWMAN WITH BOBBLE HAT DEVICE	Registered	United Kingdom	1362330B	Premier Foods Group Limited	01-Nov-1988
LYONS SNOWMAN WITH BRUSH DEVICE	Registered	United Kingdom	1362358B	Premier Foods Group Limited	01-Nov-1988
LYONS SNOWMAN WITH TOP HAT DEVICE	Registered	United Kingdom	1362337B	Premier Foods Group Limited	01-Nov-1988
LYONS SPORTS and Device (Series of 2 Logos)	Registered	United Kingdom	2013098B	Premier Foods Group Limited	03-Mar-1995
MACGREGORS Label	Registered	United Kingdom	1001234	Premier Foods Group Limited	06-Nov-1972
McDOUGALLS	Registered	United Kingdom	1264654	Premier Foods Group Limited	14-Apr-1986
McDOUGALLS	Registered	United Kingdom	971626	Premier Foods Group Limited	26-Feb-1971
McDOUGALLS	Registered	United Kingdom	1080809	Premier Foods Group Limited	08-Jul-1977
McDOUGALLS	Registered	United Kingdom	1133473	Premier Foods Group Limited	09-May-1980
McDOUGALLS FLAVOURCOAT	Registered	United Kingdom	1577772	Premier Foods Group Limited	31-Oct-1994
McDOUGALLS Luxury and Device	Registered	United Kingdom	2605196	Premier Foods Group Limited	21-Dec-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
McDOUGALLS PLUS Stylised	Registered	United Kingdom	2287278	Premier Foods Group Limited	04-Dec-2001
McDOUGALL'S SAUCY SPONGE	Registered	United Kingdom	1073774	Premier Foods Group Limited	31-Jan-1977
McDOUGALLS Stylised	Registered	United Kingdom	2214118	Premier Foods Group Limited	11-Nov-1999
McDOUGALLS/MCDOUGALL'S	Registered	United Kingdom	1077228	Premier Foods Group Limited	20-Apr-1977
MELTS	Registered	United Kingdom	3010255	Premier Foods Group Limited	13-Jun-2007
MINI BATTES	Registered	United Kingdom	2605192	Premier Foods Group Limited	21-Dec-2011
MR AND MRS KIJPLING	Registered	United Kingdom	2533177	Premier Foods Group Limited	01-Dec-2009
MR AND MRS KIJPLING Logo	Registered	United Kingdom	2536273	Premier Foods Group Limited	13-Jan-2010
MR KIJPLING	Registered	United Kingdom	1220766	Premier Foods Group Limited	14-Jun-1984
MR KIJPLING	Registered	United Kingdom	2489086	Premier Foods Group Limited	03-Jun-2008
Mr Kipling (2006)	Registered	United Kingdom	2432328	Premier Foods Group Limited	12-Sep-2006
MR KIJPLING BOATERS	Registered	United Kingdom	2561070	Premier Foods Group Limited	11-Oct-2010
MR KIJPLING CAKE 2 GO	Registered	United Kingdom	2223435	Premier Foods Group Limited	24-Feb-2000

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
MR KIPLING CHOCOLATE WHIPS	Registered	United Kingdom	1308308	Premier Foods Group Limited	25-Apr-1987
MR KIPLING CHRISTMAS COLLECTION Device	Registered	United Kingdom	1321258	Premier Foods Group Limited	12-Sep-1987
MR KIPLING COOKIE CAKES	Registered	United Kingdom	2547999	Premier Foods Group Limited	20-May-2010
MR KIPLING DELICIOUSLY DIFFERENT	Registered	United Kingdom	2331959	Premier Foods Group Limited	13-May-2003
MR KIPLING EASTER COLLECTION	Registered	United Kingdom	1321259	Premier Foods Group Limited	12-Sep-1987
MR KIPLING EXCEEDINGLY GOOD CAKES	Registered	United Kingdom	1313086	Premier Foods Group Limited	16-Jun-1987
MR KIPLING EXCEEDINGLY GOOD Oval Device Series	Registered	United Kingdom	2242619	Premier Foods Group Limited	16-Aug-2000
MR KIPLING EXCEEDINGLY JOLLY	Registered	United Kingdom	2342034	Premier Foods Group Limited	29-Aug-2003
MR KIPLING EXCEEDINGLY JOLLY DEVICE	Registered	United Kingdom	2342035	Premier Foods Group Limited	29-Aug-2003
MR KIPLING FRUITIBAKES	Registered	United Kingdom	2539158	Premier Foods Group Limited	16-Feb-2010

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
MR KIPLING HOMEBAKES	Registered	United Kingdom	1295214	Premier Foods Group Limited	09-Dec-1986
MR KIPLING HOT CROSS PIES	Registered	United Kingdom	2384248	Premier Foods Group Limited	11-Feb-2005
MR KIPLING OATIBAKES	Registered	United Kingdom	2539160	Premier Foods Group Limited	16-Feb-2010
MR KIPLING OH SO DELICIOUS	Registered	United Kingdom	2331957	Premier Foods Group Limited	13-May-2003
MRS KIPLING	Registered	United Kingdom	2533178	Premier Foods Group Limited	01-Dec-2009
NEW GALES (Series of 2)	Registered	United Kingdom	2426084	Premier Foods Group Limited	01-July-2006
NO ARTIFICIAL ANYTHING NOTHING TO DECLARE	Registered	United Kingdom	2232552	Premier Foods Group Limited	16-May-2000
FRUBLES	Registered	United Kingdom	2558412	Premier Foods Group Limited	13-Sep-2010
FRU-BAR	Registered	United Kingdom	2558346	Premier Foods Group Limited	13-Sep-2010
FRUITIBOX BARS	Registered	United Kingdom	2558413	Premier Foods Group Limited	13-Sep-2010
ONION OXO	Registered	United Kingdom	1018872	Premier Foods Group Limited	12-Oct-1973
ORIENTAL ESSENTIALS	Registered	United Kingdom	2312310	Premier Foods Group Limited	04-Oct-2002
OXO	Registered	United Kingdom	729714	Premier Foods Group Limited	29-Apr-1954

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
OXO	Registered	United Kingdom	729720	Premier Foods Group Limited	29-Apr-1954
OXO	Registered	United Kingdom	729719	Premier Foods Group Limited	20-May-1954
OXO	Registered	United Kingdom	729715	Premier Foods Group Limited	29-Apr-1954
OXO	Registered	United Kingdom	281605	Premier Foods Group Limited	02-Apr-1906
OXO	Registered	United Kingdom	266604	Premier Foods Group Limited	26-Sep-1904
OXO	Registered	United Kingdom	1557268	Premier Foods Group Limited	17-Dec-1993
OXO	Registered	United Kingdom	2042730	Premier Foods Group Limited	27-Oct-1995
OXO	Registered	United Kingdom	2131041	Premier Foods Group Limited	28-Apr-1997
OXO (1)	Registered	United Kingdom	1506963	Premier Foods Group Limited	18-Jul-1992
OXO (2)	Registered	United Kingdom	2346434	Premier Foods Group Limited	21-Oct-2003
OXO (3)	Registered	United Kingdom	2012413	Premier Foods Group Limited	25-Feb-1995
OXO 3-D Device	Registered	United Kingdom	2215936	Premier Foods Group Limited	30-Nov-1999
OXO Chilli Device	Registered	United Kingdom	2539632	Premier Foods Group Limited	22-Feb-2010

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
OXO Chilli Device X	Registered	United Kingdom	2552123	Premier Foods Group Limited	06-Jul-2010
OXO Curry Device	Registered	United Kingdom	2539634	Premier Foods Group Limited	22-Feb-2010
OXO Curry Device O	Registered	United Kingdom	2552126	Premier Foods Group Limited	06-Jul-2010
OXO GRAVY BOAT	Registered	United Kingdom	1316104	Premier Foods Group Limited	17-Jul-1987
OXO Sauces (1)	Registered	United Kingdom	1557290	Premier Foods Group Limited	17-Dec-1993
OXO Sauces (2)	Registered	United Kingdom	1557292	Premier Foods Group Limited	17-Dec-1993
OXO Sauces (3)	Registered	United Kingdom	1557294	Premier Foods Group Limited	17-Dec-1993
OXO Sauces (4)	Registered	United Kingdom	1557296	Premier Foods Group Limited	17-Dec-1993
OXO SEASON & SEAL	Registered	United Kingdom	2381462	Premier Foods Group Limited	05-Jan-2005
OXO SHAKE & COOK	Registered	United Kingdom	2105884	Premier Foods Group Limited	23-Jul-1996
OXO Spag Bol Device	Registered	United Kingdom	2539629	Premier Foods Group Limited	22-Feb-2010
OXO Spag Bol Device O	Registered	United Kingdom	2552128	Premier Foods Group Limited	06-Jul-2010
OXO STOCKPOT	Registered	United Kingdom	1304648	Premier Foods Group Limited	20-Mar-1987

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
PAX BRAND'S HONEY & Device	Registered	United Kingdom	610888	Premier Foods Group Limited	28-Feb-1940
PAXO	Registered	United Kingdom	764865	Premier Foods Group Limited	24-Apr-1957
PAXO	Registered	United Kingdom	900518	Premier Foods Group Limited	17-Oct-1966
PAXO	Registered	United Kingdom	826382	Premier Foods Group Limited	17-Oct-1961
PAXO & heart	Registered	United Kingdom	2193061	Premier Foods Group Limited	26-Mar-1999
PAXO CHICKEN CHOICE	Registered	United Kingdom	2169466	Premier Foods Group Limited	16-Jun-1998
PAXO empty chef pack	Registered	United Kingdom	923163	Premier Foods Group Limited	29-Mar-1968
REAL STOCK BY OXO (I)	Registered	United Kingdom	2358832	Premier Foods Group Limited	19-Mar-2004
RED OXO	Registered	United Kingdom	899375	Premier Foods Group Limited	14-Sep-1966
RED/YELLOW/BLUE STRIPES	Registered	United Kingdom	2141032	Premier Foods Group Limited	05-Aug-1997
RED/YELLOW/BLUE WAVES	Registered	United Kingdom	2281628	Premier Foods Group Limited	03-Sep-2001
RED/YELLOW/BLUE WAVES	Registered	United Kingdom	2177874	Premier Foods Group Limited	22-Sep-1998
ROAST BRITANNIA	Registered	United Kingdom	2238457	Premier Foods Group Limited	07-Jul-2000

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
ROAST BRITANNIAAH	Registered	United Kingdom	2309039	Premier Foods Group Limited	24-Aug-2002
ROOSTER BOOSTER PAXO & rooster	Registered	United Kingdom	1179884	Premier Foods Group Limited	09-Aug-1982
SAXA	Registered	United Kingdom	377623	Premier Foods Group Limited	11-Apr-1917
SAXA	Registered	United Kingdom	302588	Premier Foods Group Limited	28-Apr-1908
SAXA	Registered	United Kingdom	400083	Premier Foods Group Limited	28-Jan-1920
SAXA BALANCE	Registered	United Kingdom	2218831	Premier Foods Group Limited	05-Jan-2000
Saxa jar outline	Registered	United Kingdom	2000314	Premier Foods Group Limited	31-Oct-1994
SAXA SO-LOW	Registered	United Kingdom	1525751	Premier Foods Group Limited	03-Feb-1993
SCOOPZ	Registered	United Kingdom	2186484	Premier Foods Group Limited	15-Jan-1999
Sharwood's A TASTE OF INDIA	Registered	United Kingdom	2193106	Premier Foods Group Limited	29-Mar-1999
SHARWOOD'S GREEN LABEL & bottle shape	Registered	United Kingdom	2215321	Premier Foods Group Limited	17-Nov-1999
SHARWOOD'S NOODLE BOX	Registered	United Kingdom	2392416	Premier Foods Group Limited	20-May-2005
SHARWOOD'S OUT	Registered	United Kingdom	2235647	Premier Foods Group Limited	09-Jun-2000

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
SHARWOOD'S SIMPLY	Registered	United Kingdom	2258931	Premier Foods Group Limited	23-Jan-2001
SHARWOOD'S STIR UP SOME PASSION	Registered	United Kingdom	2193873	Premier Foods Group Limited	07-Apr-1999
SHARWOOD'S	Registered	United Kingdom	658019	Premier Foods Group Limited	09-Apr-1947
SHARWOOD'S EASY NOODLES	Registered	United Kingdom	2552119	Premier Foods Group Limited	06-Jul-2010
SHARWOOD'S EASY RICE	Registered	United Kingdom	2552120	Premier Foods Group Limited	06-Jul-2010
SHARWOODS Label Outline	Registered	United Kingdom	2000721	Premier Foods Group Limited	31-Oct-1994
SHARWOOD'S READY TO WOK	Registered	United Kingdom	2426752	Premier Foods Group Limited	08-Jul-2006
SHARWOOD'S STIRFRY & SIMMER Stylised	Registered	United Kingdom	2157908	Premier Foods Group Limited	12-Feb-1998
SOUPFULLS	Registered	United Kingdom	2380436	Premier Grocery Products Ireland Limited	16-Dec-2004
SOUPFULLS Stylised Series	Registered	United Kingdom	2379160	Premier Grocery Products Ireland Limited	27-Nov-2004
SPLASH SHAPE	Registered	United Kingdom	2155699	Premier Foods Group Limited	16-Jan-1998

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
SPLASH SHAPE	Registered	United Kingdom	2155701	Premier Foods Group Limited	16-Jan-1998
SPLAT!	Registered	United Kingdom	2214098	Premier Foods Group Limited	11-Nov-1999
SPLAT!	Registered	United Kingdom	2285528	Premier Foods Group Limited	09-Nov-2001
SPLAT'S WHAT I CALL CUSTARD!	Registered	United Kingdom	2214064	Premier Foods Group Limited	11-Nov-1999
STIRRING STUFF	Registered	United Kingdom	2305464	Premier Foods Group Limited	17-Jul-2002
STOCK MELTS	Registered	United Kingdom	2580928	Premier Foods Group Limited	11-May-2011
SUPER NOODLES Label 1	Registered	United Kingdom	2245297	Premier Foods Group Limited	12-Sep-2000
SUPER NOODLES 1 Device	Registered	United Kingdom	2246876	Premier Foods Group Limited	28-Sep-2000
SUPER NOODLES 2	Registered	United Kingdom	2246212	Premier Foods Group Limited	21-Sep-2000
SUPER NOODLES 3	Registered	United Kingdom	2247662	Premier Foods Group Limited	06-Oct-2000
SUPER NOODLES Label 2	Registered	United Kingdom	2244660	Premier Foods Group Limited	06-Sep-2000
SUPER NOODLES Label 3	Registered	United Kingdom	2245296	Premier Foods Group Limited	12-Sep-2000
SUPER NOODLES TO GO Device 1	Registered	United Kingdom	2381109	Premier Foods Group Limited	23-Dec-2004

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
TARTINES	Registered	United Kingdom	2568908	Premier Foods Group Limited	12-Jan-2011
THE BIRD'S DESSERT COMPANY and Spoon Device	Registered	United Kingdom	2178030	Premier Foods Group Limited	23-Sep-1998
THREE BIRDS 1964 Device	Registered	United Kingdom	863047	Premier Foods Group Limited	17-Apr-1964
THREE BIRDS 1998 Series Device	Registered	United Kingdom	2178027	Premier Foods Group Limited	23-Sep-1998
THREE BIRDS 2001 Series	Registered	United Kingdom	2279945	Premier Foods Group Limited	03-Sep-2001
THREE BIRDS OUTLINE	Registered	United Kingdom	1254124	Premier Foods Group Limited	11-Nov-1985
TOMATO POWER	Registered	United Kingdom	2389312	Premier Foods Group Limited	13-April-2005
WOKS COOKING	Registered	United Kingdom	2123492	Premier Foods Group Limited	12-Feb-1997
WHOLE GOLD	Registered	United Kingdom	2518579	Premier Foods Group Limited	15-Jun-2009
YOU ONLY GET A HUG FROM A BATCHELORS MUG	Registered	United Kingdom	2025754	Premier Foods Group Limited	30-Jun-1995

1.2 Trade marks registered at the Irish Patents Office

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	DATE FILED
AMBROSIA	Registered	Ireland	86694	Premier Foods Group Limited	19-Apr-1973
AMBROSIA	Registered	Ireland	137346	Premier Foods Group Limited	26-Sep-1989
ANGEL DELIGHT	Registered	Ireland	102084	Premier Foods Group Limited	24-Apr-1979
ANGEL DELIGHT	Registered	Ireland	207431	Premier Foods Group Limited	22-Jan-1998
ANGEL DELIGHT (devil)	Registered	Ireland	221539	Premier Foods Group Limited	30-Apr-2001
ANGEL DELIGHT(back pack)	Registered	Ireland	210706	Premier Foods Group Limited	22-Jan-1998
BIRD'S	Registered	Ireland	52517	Premier Foods Group Limited	24-Nov-1937
BIRD'S	Registered	Ireland	52519	Premier Foods Group Limited	27-Nov-1937
BIRD'S ICE MAGIC	Registered	Ireland	103709	Premier Foods Group Limited	03-Dec-1980
BIRDS WOODEN STYLE	Registered	Ireland	44119	Premier Foods Group Limited	11-Oct-1933
BIRD'S RED/YELLOW/BLUE Device	Registered	Ireland	173753	Premier Foods Group Limited	13-Jul-1995

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	DATE FILED
BIRD'S RED/YELLOW/BLUE Stripes (series of 2)	Registered	Ireland	211767	Premier Foods Group Limited	06-Aug-1997
BIRD'S RED/YELLOW/BLUE Waves	Registered	Ireland	214921	Premier Foods Group Limited	21-Sep-1998
BISTO	Registered	Ireland	52612	Premier Foods Group Limited	16-Nov-1895
BISTO & KIDS 1951	Registered	Ireland	53919	Premier Foods Group Limited	10-Dec-1951
BLANK FACES Splat Device	Registered	Ireland	216237	Premier Foods Group Limited	22-Jan-1998
BRAND'S	Registered	Ireland	65826	Premier Foods Group Limited	20-Oct-1923
BRAND'S	Registered	Ireland	65827	Premier Foods Group Limited	20-Oct-1923
DREAM TOPPING	Registered	Ireland	96743	Premier Foods Group Limited	24-Apr-1979
EXCEEDINGLY GOOD CAKES	Registered	Ireland	209121	Premier Foods Group Limited	20-Jun-1997
FACE OF BOY	Registered	Ireland	221540	Premier Foods Group Limited	30-Apr-2001
FACES	Registered	Ireland	216236	Premier Foods Group Limited	22-Jan-1998

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	DATE FILED
HOMEPRIDE	Registered	Ireland	137536	Premier Foods Group Limited	06-Oct-1989
HOMEPRIDE	Registered	Ireland	137537	Premier Foods Group Limited	06-Oct-1989
HOMEPRIDE	Registered	Ireland	131418	Premier Foods Group Limited	15-Mar-1989
HOMEPRIDE FUN TO BAKE	Registered	Ireland	157107	Premier Foods Group Limited	29-Mar-1993
HOMEPRIDE MAN (IA)	Registered	Ireland	133153	Premier Foods Group Limited	15-Mar-1989
HOMEPRIDE MAN (IA)	Registered	Ireland	137739	Premier Foods Group Limited	06-Oct-1989
HOMEPRIDE MAN (IA)	Registered	Ireland	137740	Premier Foods Group Limited	06-Oct-1989
HOMEPRIDE MICROBAKE	Registered	Ireland	134763	Premier Foods Group Limited	22-Jun-1989
HOMEPRIDE MICROBAKE	Registered	Ireland	134764	Premier Foods Group Limited	22-Jun-1989
LYONS	Registered	Ireland	155436C	Premier Foods Group Limited	18-Feb-1993
McDOUGALLS	Registered	Ireland	203212	Premier Foods Group Limited	10-Dec-1996
MR KIPLING	Registered	Ireland	114145	Premier Foods Group Limited	14-Aug-1984

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	DATE FILED
MR KIPLING 2006	Registered	Ireland	235568	Premier Foods Group Limited	12-Sep-2006
MR KIPLING EXCEEDINGLY JOLLY	Registered	Ireland	0828356	Premier Foods Group Limited	02-Oct-2003
OXO	Registered	Ireland	44150	Premier Foods Group Limited	02-Apr-1906
OXO	Registered	Ireland	44151	Premier Foods Group Limited	02-Apr-1906
PAXO	Registered	Ireland	36692	Premier Foods Group Limited	14-Dec-1929
Sauce 'n Seconds	Registered	Ireland	210288	Premier Foods Group Limited	14-Mar-1997
SAXA	Registered	Ireland	44067	Premier Foods Group Limited	28-Jan-1920
SHARWOOD'S	Registered	Ireland	67305	Premier Foods Group Limited	03-Sep-1963
SOUP 'N CRUNCH	Registered	Ireland	228999	Premier Foods Group Limited	29-Mar-2004
THE BIRD'S DESSERT COMPANY and Spoon Colour Device	Registered	Ireland	212056	Premier Foods Group Limited	24-Sep-1998
THREE BIRDS 1998 Colour Device	Registered	Ireland	212055	Premier Foods Group Limited	24-Sep-1998
THREE BIRDS IN A CIRCLE	Registered	Ireland	94730	Premier Foods Group Limited	29-Nov-1977

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
SOUP THAT STIRS THE SOUL	Registered	Ireland	240987	Premier Grocery Products Ireland Limited	05-Feb-2009
Soupfulls	Registered	Ireland	232121	Premier Grocery Products Ireland Limited	24-May-2005
SOUPFULLS	Registered	Ireland	232122	Premier Grocery Products Ireland Limited	24-May-2005
SOUPFULLS (NEW LOGO) Series in Colour and Black and White	Registered	Ireland	239830	Premier Grocery Products Ireland Limited	13-Aug-2008

1.3 Trade marks registered at the Office of Harmonization in the Internal Market

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
AAH	Registered	European Community	002995728	Premier Foods Group Limited	12-Dec-2002
AAH! BISTO	Registered	European Community	002995710	Premier Foods Group Limited	12-Dec-2002
AMBROSIA	Registered	European Community	001872688	Premier Foods Group Limited	25-Sep-2000
AMBROSIA FIELD SCENE	Registered	European Community	007244601	Premier Foods Group Limited	19-Sep-2008
AMBROSIA Logo 2010 (cow)	Registered	European Community	009926817	Premier Foods Group Limited	28-Apr-2011
ANGEL DELIGHT	Registered	European Community	005450580	Premier Foods Group Limited	22-Apr-2005
ANGEL DELIGHT	Registered	European Community	004402038	Premier Foods Group Limited	22-Apr-2005
Battenburg	Registered	European Community	003255528	Premier Foods Group Limited	03-Jul-2003
BEANS DEVICE	Registered	European Community	004264016	Premier Foods Group Limited	31-Jan-2005

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BIRD'S	Registered	European Community	004401899	Premier Foods Group Limited	22-Apr-2005
BISTO	Registered	European Community	002403806	Premier Foods Group Limited	08-Oct-2001
BISTO ROASTIES	Registered	European Community	003227519	Premier Foods Group Limited	16-Jun-2003
BISTO ROASTS	Registered	European Community	003394913	Premier Foods Group Limited	09-Oct-2003
BLOOMIN BIG	Registered	European Community	005550652	Premier Foods Group Limited	13-Dec-2006
BRAND'S	Registered	European Community	003250974	Premier Foods Group Limited	01-Jul-2003
CLOUDS Device	Registered	European Community	005511753	Premier Foods Group Limited	30-Nov-2006
COOK-IN-SAUCE	Registered	European Community	000465898	Premier Foods Group Limited	17-Feb-1997
FRENCH FANCIES	Registered	European Community	003830809	Premier Foods Group Limited	13-May-2004
HOMEPRIDE	Registered	European Community	000185801	Premier Foods Group Limited	01-Apr-1996

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
HOMEPRIDE Device	Registered	European Community	000185835	Premier Foods Group Limited	01-Apr-1996
HOMEPRIDE Device & Fred	Registered	European Community	001440312	Premier Foods Group Limited	24-Dec-1999
HOMEPRIDE MAN 1 Device	Registered	European Community	000185769	Premier Foods Group Limited	01-Apr-1996
McDOUGALLS	Registered	European Community	003105558	Premier Foods Group Limited	17-Mar-2003
McDOUGALLS	Registered	European Community	003105483	Premier Foods Group Limited	17-Mar-2003
McDOUGALLS Front of Pack Label	Registered	European Community	003105467	Premier Foods Group Limited	17-Mar-2003
MR KIPLING	Registered	European Community	001945674	Premier Foods Group Limited	09-Nov-2000
MR KIPLING	Registered	European Community	004272084	Premier Foods Group Limited	03-Feb-2005
OXO	Registered	European Community	001531144	Premier Foods Group Limited	29-Feb-2000
OXO SHAKE & FLAVOUR	Registered	European Community	011338597	Premier Foods Group Limited	12-Nov-2012

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
PART OF THE PLEASURE OF COOKING	Registered	European Community	003105509	Premier Foods Group Limited	17-Mar-2003
PAXO	Registered	European Community	002743045	Premier Foods Group Limited	20-Jun-2002
SAXA Device	Registered	European Community	002861979	Premier Foods Group Limited	23-Sep-2002
SHARWOOD'S Logo 2013	Registered	European Community	011885258	Premier Foods Group Limited	10-Jun-2013
SHARWOOD'S Stylised	Registered	European Community	001522036	Premier Foods Group Limited	23-Feb-2000
SHARWOOD'S Stylised	Registered	European Community	003361623	Premier Foods Group Limited	18-Sep-2003
TABLE SALT	Registered	European Community	004297263	Premier Foods Group Limited	18-Feb-2005

1.4 Trade marks registered at the World Intellectual Property Organization

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	REGISTRATION DATE	RELEVANT DESIGNATIONS
OXO	Registered	International	135876B	H L Foods Limited	17-Apr-1948	Croatia
AMBROSIA FRUIT PUDS	Registered	International	1021613	Premier Ambient Products (UK) Limited	03-Aug-2009	European Community
AMBROSIA CRUMBLE PUDS	Registered	International	1021614	Premier Ambient Products (UK) Limited	03-Aug-2009	European Community
AMBROSIA JELLY PUDS	Registered	International	1021615	Premier Ambient Products (UK) Limited	03-Aug-2009	European Community
AMBROSIA SPONGE PUDS	Registered	International	1021616	Premier Ambient Products (UK) Limited	03-Aug-2009	European Community
AMBROSIA Logo 2010 (cow)	Registered	International	1087575	Premier Foods Group Limited	09-May-2011	Ireland

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	REGISTRATION DATE	RELEVANT DESIGNATIONS
BACHELORS	Registered	International	394162A	Premier Foods Group Limited	06-Dec-1972	Austria, Czech Republic, Germany, Spain, France, Hungary, Italy, Liechtenstein, Portugal, Romania, Slovenia
BACHELORS	Registered	International	394162C	Premier Foods Group Limited	06-Dec-1972	Croatia
CUP A.SOUP	Registered	International	392444A	Premier Foods Group Limited	18-Oct-1972	Portugal
CUP-A-SOUP LABEL	Registered	International	396124A	Premier Foods Group Limited	23-Feb-1973	Portugal
MR KIPPLING EXCEEDINGLY JOLLY	Registered	International	828356	Premier Foods Group Limited	02-Oct-2003	Ireland
OXO	Registered	International	135876A	Premier Foods Group Limited	17-Apr-1948	Austria, Czech Republic, Germany, Spain, France, Hungary, Italy, Liechtenstein, Portugal, Slovenia, Slovakia

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	REGISTRATION DATE	RELEVANT DESIGNATIONS
OXO	Registered	International	152027A	Premier Foods Group Limited	22-Feb-1951	Austria, Czech Republic, Germany, France, Italy, Liechtenstein, Slovakia
OXO	Registered	International	253661	Premier Foods Group Limited	20-Mar-1962	Austria, Germany, Spain, France, Croatia, Italy, Slovenia
OXO	Registered	International	253661A	Premier Foods Group Limited	20-Mar-1962	Austria, Germany, Spain, France, Italy
OXO	Registered	International	253661C	Premier Foods Group Limited	20-Mar-1962	Croatia
SOUPFULLS	Registered	International	990550	Premier Grocery Products Ireland Limited	17-Nov-2008	European Community

2. Registered designs

2.1 Designs registered at the UK Intellectual Property Office

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
A Pie	Registered	United Kingdom	2089699	Premier Foods Group Limited	22-Jan-2000
A Pie	Registered	United Kingdom	2089700	Premier Foods Group Limited	22-Jan-2000
A Pie	Registered	United Kingdom	2089698	Premier Foods Group Limited	22-Jan-2000
Almond Slices re-design	Registered	United Kingdom	4022757	Premier Foods Group Limited	17-Dec-2011
Angel Slice re-design	Registered	United Kingdom	4022733	Premier Foods Group Limited	17-Dec-2011
Bakewell re-design	Registered	United Kingdom	4022735	Premier Foods Group Limited	17-Dec-2011
BATCHELORS Pasta 'n' Sauce Carbonara	Registered	United Kingdom	4021795	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Sauce Cheese & Broccoli	Registered	United Kingdom	4021796	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Sauce Cheese, Leek & Ham Flavour	Registered	United Kingdom	4021797	Premier Foods Group Limited	03-Oct-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BATCHELORS Pasta 'n' Registered Sauce Chicken & Mushroom Flavour		United Kingdom	4021798	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Country Vegetables		United Kingdom	4021800	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Garlic & Herb		United Kingdom	4021799	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Macaroni Cheese		United Kingdom	4021804	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Mediterranean Tomato and Veg		United Kingdom	4021805	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Mushroom & Garlic		United Kingdom	4021801	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Tomato & Basil		United Kingdom	4021802	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Tomato & Basil (High-Veg)		United Kingdom	4021806	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Pasta 'n' Registered Sauce Tomato & Mediterranean Veg		United Kingdom	4021803	Premier Foods Group Limited	03-Oct-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BATCHELORS Pasta 'n' Sauce Tomato Onion & Herb	Registered	United Kingdom	4021807	Premier Foods Group Limited	03-Oct-2011
BATCHELORS POT SHOTS - Chicken Flavour Pasta	Registered	United Kingdom	4021792	Premier Foods Group Limited	03-Oct-2011
BATCHELORS POT SHOTS - Chicken Noodles	Registered	United Kingdom	4021789	Premier Foods Group Limited	03-Oct-2011
BATCHELORS POT SHOTS - Creamy Cheese Pasta	Registered	United Kingdom	4021793	Premier Foods Group Limited	03-Oct-2011
BATCHELORS POT SHOTS - Curry Noodles	Registered	United Kingdom	4021790	Premier Foods Group Limited	03-Oct-2011
BATCHELORS POT SHOTS - Sweet & Sour Noodles	Registered	United Kingdom	4021791	Premier Foods Group Limited	03-Oct-2011
BATCHELORS POT SHOTS - Tomato & Herb Pasta	Registered	United Kingdom	4021794	Premier Foods Group Limited	03-Oct-2011
Battenberg re-design	Registered	United Kingdom	4022736	Premier Foods Group Limited	17-Dec-2011
Blackcurrant Pies re-design	Registered	United Kingdom	4022734	Premier Foods Group Limited	17-Dec-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
Blurred daffodil design	Registered	United Kingdom	3020313	Premier Foods Group Limited	11-Feb-2005
Bramley Apple & Custard Pies re-design	Registered	United Kingdom	4022737	Premier Foods Group Limited	17-Dec-2011
Bramley Apple Pies re-design	Registered	United Kingdom	4022738	Premier Foods Group Limited	17-Dec-2011
Carrot Cake Slices re-design	Registered	United Kingdom	4022739	Premier Foods Group Limited	17-Dec-2011
Cherry Bakewells re-design	Registered	United Kingdom	4022740	Premier Foods Group Limited	17-Dec-2011
Choc Chip Cakes re-design	Registered	United Kingdom	4022741	Premier Foods Group Limited	17-Dec-2011
CONTAINER FOR BEVERAGES	Registered	United Kingdom	2026435	Premier Foods Group Limited	14-Oct-1992
CONTAINER FOR BEVERAGES	Registered	United Kingdom	2026438	Premier Foods Group Limited	14-Oct-1992
CONTAINER FOR BEVERAGES	Registered	United Kingdom	2026439	Premier Foods Group Limited	14-Oct-1992
CONTAINER FOR FOOD	Registered	United Kingdom	2026436	Premier Foods Group Limited	14-Oct-1992
CONTAINER FOR FOOD	Registered	United Kingdom	2026437	Premier Foods Group Limited	14-Oct-1992

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
CONTAINER WITH LID Registered FOR BEVERAGES	Registered	United Kingdom	2026440	Premier Foods Group Limited	14-Oct-1992
Country Slices re-design	Registered	United Kingdom	4022742	Premier Foods Group Limited	17-Dec-2011
Daffodil image 1 design	Registered	United Kingdom	3020310	Premier Foods Group Limited	11-Feb-2005
Daffodil image 2 design	Registered	United Kingdom	3020311	Premier Foods Group Limited	11-Feb-2005
Daffodil image 3 design	Registered	United Kingdom	3020312	Premier Foods Group Limited	11-Feb-2005
Double Choc Chip Cakes re-design	Registered	United Kingdom	4022743	Premier Foods Group Limited	17-Dec-2011
French Fancies re-design	Registered	United Kingdom	4022744	Premier Foods Group Limited	17-Dec-2011
Fruit Salad Mini Batts	Registered	United Kingdom	4022745	Premier Foods Group Limited	17-Dec-2011
Fruity Pies re-design	Registered	United Kingdom	4022746	Premier Foods Group Limited	17-Dec-2011
Hot Cross Pie design	Registered	United Kingdom	3020321	Premier Foods Group Limited	11-Feb-2005
Jam Tarts re-design	Registered	United Kingdom	4022747	Premier Foods Group Limited	17-Dec-2011
JARS	Registered	United Kingdom	3016287	Premier Foods Group Limited	21-Feb-2004

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
LET'S COOK design	Registered	United Kingdom	3025442	Premier Foods Group Limited	21-Jul-2006
LITE & LOW large design	Registered	United Kingdom	3014202	Premier Foods Group Limited	29-Aug-2003
LITE & LOW slim design	Registered	United Kingdom	3014203	Premier Foods Group Limited	29-Aug-2003
Manor House re-design	Registered	United Kingdom	4022748	Premier Foods Group Limited	17-Dec-2011
McDougalls blue front of pack design	Registered	United Kingdom	3011607	Premier Foods Group Limited	13-Mar-2003
MCDUGALLS Packaging - Batter Mix	Registered	United Kingdom	4012415	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Shortcrust Pastry	Registered	United Kingdom	4012416	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Pastry Mix	Registered	United Kingdom	4012417	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Crumble Mix	Registered	United Kingdom	4012418	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Sponge Mix	Registered	United Kingdom	4012419	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Luxury Crumble Mix	Registered	United Kingdom	4012420	Premier Foods Group Limited	12-Sep-2009

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
MCDUGALLS Packaging - Savoury Crumble Mix Oaty Cheese	Registered	United Kingdom	4012421	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Savoury Crumble Mix Mozzarella	Registered	United Kingdom	4012422	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Fast Action Bread Yeast	Registered	United Kingdom	4012904	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Sponge Mix Redesign	Registered	United Kingdom	4012903	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Crumble Mix Redesign	Registered	United Kingdom	4012902	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Short Crust Pastry Redesign	Registered	United Kingdom	4012901	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Short Crust Pastry Mix Redesign	Registered	United Kingdom	4012900	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Batter Mix Redesign	Registered	United Kingdom	4012899	Premier Foods Group Limited	12-Sep-2009
MCDUGALLS Packaging - Action Bread Yeast Redesign	Registered	United Kingdom	4012423	Premier Foods Group Limited	12-Sep-2009

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
MCDUGALLS Packaging - Whole Gold	Registered	United Kingdom	4012424	Premier Foods Group Limited	12-Sep-2009
McDougalls red front of pack design	Registered	United Kingdom	3011608	Premier Foods Group Limited	13-Mar-2003
Mini Battenbergs re-design	Registered	United Kingdom	4022749	Premier Foods Group Limited	17-Dec-2011
Mr Kipling plain Easter packaging design	Registered	United Kingdom	3020314	Premier Foods Group Limited	11-Feb-2005
Mr Kipling plain Easter packaging with egg design	Registered	United Kingdom	3020315	Premier Foods Group Limited	11-Feb-2005
OO's With Chef's Hats Logo design	Registered	United Kingdom	3025441	Premier Foods Group Limited	21-Jul-2006
OXO SHAKE & FLAVOUR Design	Registered	United Kingdom	4028428	Premier Foods Group Limited	31-Jan-2013
OXO SHAKE & FLAVOUR Design	Registered	United Kingdom	4028429	Premier Foods Group Limited	31-Jan-2013
OXO SHAKE & FLAVOUR Design	Registered	United Kingdom	4028430	Premier Foods Group Limited	31-Jan-2013
Pineapple Slices re-design	Registered	United Kingdom	4022750	Premier Foods Group Limited	17-Dec-2011
POTS FOR NOODLES	Registered	United Kingdom	3015201	Premier Foods Group Limited	15-Nov-2003

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
Raspberry Ripple Slices re-design	Registered	United Kingdom	4022751	Premier Foods Group Limited	17-Dec-2011
READY TO WOK design	Registered	United Kingdom	4000405	Premier Foods Group Limited	07-Nov-2006
Rhubarb & Custard Pies re-design	Registered	United Kingdom	4022752	Premier Foods Group Limited	17-Dec-2011
SHARWOOD'S Indian Neck Redesign	Registered	United Kingdom	4030315	Premier Foods Group Limited	08-Jun-2013
SHARWOOD'S Indian Sauce Redesign	Registered	United Kingdom	4030309	Premier Foods Group Limited	08-Jun-2013
SHARWOOD'S Indian Sauce Redesign	Registered	United Kingdom	4030310	Premier Foods Group Limited	08-Jun-2013
Thumbprint apple and custard pie design	Registered	United Kingdom	2030979	Premier Foods Group Limited	11-May-1993
Thumbprint apple pie design	Registered	United Kingdom	2025504	Premier Foods Group Limited	05-Sep-1992
Thumbprint holly and berry pie design	Registered	United Kingdom	2035035	Premier Foods Group Limited	06-Nov-1993
Trifle Bakewells re-design	Registered	United Kingdom	4022753	Premier Foods Group Limited	17-Dec-2011
Victoria Mini Classics re-design	Registered	United Kingdom	4022754	Premier Foods Group Limited	17-Dec-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
Victoria Slices re-design	Registered	United Kingdom	4022755	Premier Foods Group Limited	17-Dec-2011
Viennese Whirls re-design	Registered	United Kingdom	4022756	Premier Foods Group Limited	17-Dec-2011
'X' Cube	Registered	United Kingdom	4011694	Premier Foods Group Limited	03-Jul-2009

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
CONTAINER WITH CLOSURE (TOP)	Registered	United Kingdom	2074763	Premier International Foods UK Limited (formerly Premier Brands UK Limited)	18-May-1998
CONTAINER WITH CLOSURE (WHOLE)	Registered	United Kingdom	2074762	Premier International Foods UK Limited (formerly Premier Brands UK Limited)	18-May-1998

2.2 Designs registered at the Irish Patents Office

NONE

2.3 Designs registered at the Office for Harmonization in the Internal Market

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
Gold reindeer design	Registered	European Community	000075726-0001	Premier Foods Group Limited	12-Sep-2003
Santa's legs design	Registered	European Community	000075726-0002	Premier Foods Group Limited	12-Sep-2003
Red nose reindeer design	Registered	European Community	000075726-0003	Premier Foods Group Limited	12-Sep-2003
Father Christmas design	Registered	European Community	000075726-0004	Premier Foods Group Limited	12-Sep-2003
Snowman design	Registered	European Community	000075726-0005	Premier Foods Group Limited	12-Sep-2003
CONTAINER WITH CLOSURE	Registered	European Community	000096268-0001	Premier Foods Group Limited	14-Oct-2003
CUP DESIGN	Registered	European Community	000106463-0001	Premier Foods Group Limited	01-Dec-2003
A CAN	Registered	European Community	000324090-0001	Premier Foods Group Limited	05-Apr-2005

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
A CAN	Registered	European Community	000324090-0002	Premier Foods Group Limited	05-Apr-2005
A CAN	Registered	European Community	000324090-0003	Premier Foods Group Limited	05-Apr-2005
Loyd Grossman Jars	Registered	European Community	000242128-0001	Premier Foods Group Limited	12-Oct-2004
Loyd Grossman Jars	Registered	European Community	000242128-0002	Premier Foods Group Limited	12-Oct-2004
Loyd Grossman Jars	Registered	European Community	000242128-0003	Premier Foods Group Limited	12-Oct-2004
Loyd Grossman Jars	Registered	European Community	000242128-0004	Premier Foods Group Limited	12-Oct-2004
LYONS CAKES PACK Design	Registered	European Community	000404249-0001	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0002	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0003	Premier Foods Group Limited	21-Sep-2005

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
LYONS CAKES PACK Design	Registered	European Community	000404249-0004	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0005	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0006	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0007	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0008	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0009	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0010	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0011	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0012	Premier Foods Group Limited	21-Sep-2005

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
LYONS CAKES PACK Design	Registered	European Community	000404249-0013	Premier Foods Group Limited	21-Sep-2005
LYONS CAKES PACK Design	Registered	European Community	000404249-0014	Premier Foods Group Limited	21-Sep-2005
A BOTTLE	Registered	European Community	000726377-0001	Premier Foods Group Limited	21-May-2007
Project Sweets - Bisto Drum	Registered	European Community	001657115-0001	Premier Foods Group Limited	15-Jan-2010
Project Sweets - Bisto Drum	Registered	European Community	001657115-0002	Premier Foods Group Limited	15-Jan-2010
CUP-A-SOUP redesign	Registered	European Community	001878331-0001	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Broccoli & Cauliflower	Registered	European Community	001878331-0002	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Broccoli & Siltion	Registered	European Community	001878331-0003	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Chicken	Registered	European Community	001878331-0004	Premier Foods Group Limited	15-Jun-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
CUP-A-SOUP redesign - Chicken & Leek	Registered	European Community	001878331-0005	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Chicken & Vegetable	Registered	European Community	001878331-0006	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Chicken Noodle	Registered	European Community	001878331-0007	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Golden Vegetable	Registered	European Community	001878331-0008	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Leek & Potato	Registered	European Community	001878331-0009	Premier Foods Group Limited	15-Jun-2011
CUP-A-SOUP redesign - Minestrone	Registered	European Community	001878331-0010	Premier Foods Group Limited	15-Jun-2011
HIGH VEG-A-SOUP Redesign	Registered	European Community	001878356-0001	Premier Foods Group Limited	15-Jun-2011
HIGH VEG-A-SOUP Redesign - ROAST VEGETABLE	Registered	European Community	001878356-0002	Premier Foods Group Limited	15-Jun-2011
HIGH VEG-A-SOUP Redesign - COUNTRY	Registered	European Community	001878356-0003	Premier Foods Group Limited	15-Jun-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
VEGETABLE					
SLIM-A-SOUP Redesign	Registered	European Community	001878364-0001	Premier Foods Group Limited	15-Jun-2011
SLIM-A-SOUP Redesign GOLDEN VEGETABLE	Registered	European Community	001878364-0002	Premier Foods Group Limited	15-Jun-2011
SLIM-A-SOUP Redesign - CHICKEN	Registered	European Community	001878364-0003	Premier Foods Group Limited	15-Jun-2011
SLIM-A-SOUP Redesign - MINSTRONE	Registered	European Community	001878364-0004	Premier Foods Group Limited	15-Jun-2011
SLIM-A-SOUP Redesign - TOMATO	Registered	European Community	001878364-0005	Premier Foods Group Limited	15-Jun-2011
ANGEL SLICE Snap Pack	Registered	European Community	001909326-0001	Premier Foods Group Limited	29-Aug-2011
LEMON SLICE Snap Pack	Registered	European Community	001909334-0001	Premier Foods Group Limited	29-Aug-2011
BATCHELORS Deli Box Pasta Tomato & Herb	Registered	European Community	001926007-0001	Premier Foods Group Limited	03-Oct-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BATCHELORS Deli Box Pasta Chicken & Mushroom	Registered	European Community	001926007-0002	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Deli Box Pasta Cheese & Broccoli	Registered	European Community	001926007-0003	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Deli Box Noodles BBQ Beef Flavour	Registered	European Community	001926023-0001	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Deli Box Noodles Chicken Flavour	Registered	European Community	001926023-0002	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Deli Box Noodles Chow Mein	Registered	European Community	001926023-0003	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Deli Box Noodles Mild Curry	Registered	European Community	001926023-0004	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Beef Flavour	Registered	European Community	001926163-0001	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Chicken Flavour	Registered	European Community	001926163-0002	Premier Foods Group Limited	03-Oct-2011

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BATCHELORS Savoury Rice Chinese	Registered	European Community	001926163-0003	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Golden	Registered	European Community	001926163-0004	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Mild Curry	Registered	European Community	001926163-0005	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Mild Mexican	Registered	European Community	001926163-0006	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Pilau	Registered	European Community	001926163-0007	Premier Foods Group Limited	03-Oct-2011
BATCHELORS Savoury Rice Thai Sweet Chili	Registered	European Community	001926163-0008	Premier Foods Group Limited	03-Oct-2011
Project Castor - Twin Pot	Registered	European Community	001942327-0001	Premier Foods Group Limited	03-Nov-2011
BISTO STOCK MELTS BEEF	Registered	European Community	002043877-0001	Premier Foods Group Limited	18-May-2012
BISTO STOCK MELTS CHICKEN	Registered	European Community	002043877-0002	Premier Foods Group Limited	18-May-2012

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
BISTO STOCK MELTS VEGETABLE	Registered	European Community	002043877-0003	Premier Foods Group Limited	18-May-2012
Sharwood's Redesign	Registered	European Community	002259804-0001	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0002	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0003	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0004	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0005	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0006	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0007	Premier Foods Group Limited	20-Jun-2013
Sharwood's Redesign	Registered	European Community	002259804-0008	Premier Foods Group Limited	20-Jun-2013

TITLE	STATUS	COUNTRY	REGISTRATION #	OWNER	DATE FILED
Jars (packaging) HOMEPRIDE	- Registered	European Community	000168174-0001	Premier Foods Group Limited	26-Apr-2004

2.4 Designs registered at the World Intellectual Property Organization

None

3. Registered patents

3.1 Patents registered at the UK Intellectual Property Office

TITLE	STATUS	COUNTRY	APPLICATION PUBLICATION #	or	OWNER	DATE FILED
Method for Sterilising a Food Product	Granted	United Kingdom	EP2017176		Premier Foods Group Limited	09/07/2008
Gelled Food Concentrate	Pending	United Kingdom	GB1213873.1		Premier Foods Group Limited	03/08/2012
Instant Granule with Improved Appearance	Pending	United Kingdom	GB1223442.3		Premier Foods Group Limited	27/12/2012
METHOD FOR MANUFACTURING AN INSTANT SOUP CONCENTRATE	Pending	United Kingdom	GB1304334.4		Premier Foods Group Limited	11/03/2013
Fruit Filling	Granted	United Kingdom	GB0022725.6		Premier Foods Group Limited	15/09/2000

3.2 Patents registered at the Irish Patents Office

TITLE	STATUS	COUNTRY	APPLICATION GRANT #	or	OWNER	DATE FILED
Method for Sterilising a Food Product	Granted	Ireland	2017176		H.L Foods Limited	09/07/2008

3.3 Patents registered at the Office for Harmonization in the Internal Market

None

3.4 Patents registered at the World Intellectual Property Organization

None

4. Group Key Brand IPR relating to the Project Liquid Gold Brands

4.1 Registered trade marks

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
A SLICE OF FAMILY LIFE	Registered	United Kingdom	2236452	Premier Foods Group Limited	19/06/2020
ABUNDANCE	Registered	United Kingdom	288980	Premier Foods Group Limited	19/12/2014
ALL IN ALL	Registered	United Kingdom	2390268	Premier Foods Group Limited	23/04/2015
AS YOU LIKE IT	Registered	Ireland	45963	Premier Foods Group Limited	10/01/2015
AS YOU LIKE IT	Registered	United Kingdom	411435	Premier Foods Group Limited	11/01/2015
AYLI	Registered	United Kingdom	571151	Premier Foods Group Limited	26/08/2016
BAKERS PRIDE	Registered	United Kingdom	1547863	Premier Foods Group Limited	15/09/2020
BELROY	Registered	United Kingdom	441293B	Premier Foods Group Limited	03/10/2017
BEST OF BOTH	Registered	European Community	005597299	Premier Foods Group Limited	04/01/2017
BEST OF BOTH	Registered	United Kingdom	2270510	Premier Foods Group Limited	19/05/2021
BEST WITH LESS	Registered	European Community	3906898	Premier Foods Group Limited	28/06/2014
BLENDEA	Registered	United Kingdom	787766	Premier Foods Group Limited	25/02/2018

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
Boy Pushing Bike Device	Registered	United Kingdom	2494230	Premier Foods Group Limited	01/08/2018
BREAD MASTER BREAD-MASTER	Registered	United Kingdom	1297990	Premier Foods Group Limited	16/01/2018
BREAD POCKETS	Registered	United Kingdom	2453217	Premier Foods Group Limited	21/04/2017
BUMPER HARVEST	Registered	United Kingdom	1107810	Premier Foods Group Limited	16/01/2020
BUMPER HARVEST Device	Registered	United Kingdom	1472740	Premier Foods Group Limited	06/08/2018
CANADIAN CHIEF	Registered	United Kingdom	1470642	Premier Foods Group Limited	16/07/2018
CARBS SO LOW	Registered	European Community	3830783	Premier Foods Group Limited	13/05/2014
CEROVIM	Registered	Ireland	55128	Premier Foods Group Limited	20/03/2019
CEROVIM	Registered	United Kingdom	457424	Premier Foods Group Limited	21/03/2015
CEROVIM	Registered	United Kingdom	993516	Premier Foods Group Limited	12/06/2017
CHALLENGE & Device	Registered	United Kingdom	320572	Premier Foods Group Limited	08/02/2018
CHAMPION	Registered	United Kingdom	758647	Premier Foods Group Limited	17/10/2015
COBBER	Registered	United Kingdom	993515	Premier Foods Group Limited	12/06/2017
COUNTRY GRAIN Series	Registered	United Kingdom	2001500	Premier Foods Group Limited	31/10/2014
COUNTRY GRAINS	Registered	Ireland	108137	Premier Foods Group Limited	22/01/2023

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
COUNTRY STYLE	Registered	United Kingdom	1064479	Premier Foods Group Limited	16/06/2017
DAISY FRESH	Registered	United Kingdom	872389	Premier Foods Group Limited	26/11/2019
DAISY FRESH	Registered	United Kingdom	987430	Premier Foods Group Limited	15/02/2017
DAISY FRESH	Registered	United Kingdom	1426828	Premier Foods Group Limited	01/06/2017
DEMOCRAT	Registered	United Kingdom	529722A	Premier Foods Group Limited	25/02/2022
EMPEROR	Registered	United Kingdom	2012038	Premier Foods Group Limited	22/02/2015
FARMERS GOLD	Registered	United Kingdom	2174540	Premier Foods Group Limited	10/08/2018
FARMPRIDE	Registered	United Kingdom	437956	Premier Foods Group Limited	09/06/2017
FITZWILLIAM	Registered	United Kingdom	2172411	Premier Foods Group Limited	17/07/2018
FLEMING HOWDEN	Registered	United Kingdom	2558414	Premier Foods Group Limited	13/09/2020
FLYING SCOTSMAN	Registered	United Kingdom	195683	Premier Foods Group Limited	14/06/2018
FORGET-ME-NOT	Registered	United Kingdom	327762	Premier Foods Group Limited	19/10/2018
FRIENDLY	Registered	United Kingdom	1446749	Premier Foods Group Limited	07/11/2017
FRUIT AND SEED SENSATIONS	Registered	United Kingdom	2563838	Premier Foods Group Limited	10/11/2020
GLADIATOR	Registered	United Kingdom	196423	Premier Foods Group Limited	04/07/2018

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
GOLD CREST	Registered	Ireland	174525	Premier Foods Group Limited	03/10/2020
GOLD CREST	Registered	United Kingdom	872879	Premier Foods Group Limited	08/12/2019
GOLDEN SECRET	Registered	United Kingdom	316010	Premier Foods Group Limited	01/09/2017
GOLDEN SUNRISE	Registered	United Kingdom	1404885	Premier Foods Group Limited	22/11/2016
GOLDEN WINGS	Registered	United Kingdom	634316	Premier Foods Group Limited	15/01/2018
GOOD MORNING	Registered	United Kingdom	2355319	Premier Foods Group Limited	07/02/2014
GRAIN IN HAND	Registered	European Community	5261342	Premier Foods Group Limited	21/07/2016
GRAINMASTER	Registered	United Kingdom	1301689	Premier Foods Group Limited	21/02/2018
GRANARY	Registered	European Community	002867539	Premier Foods Group Limited	23/09/2022
GRANARY	Registered	Ireland	49575	Premier Foods Group Limited	25/07/2016
GRANARY	Registered	Ireland	132783	Premier Foods Group Limited	11/02/2018
GRANARY	Registered	Ireland	132784	Premier Foods Group Limited	11/02/2018
GRANARY	Registered	United Kingdom	987755	Premier Foods Group Limited	22/02/2017
GRANARY	Registered	United Kingdom	1142549	Premier Foods Group Limited	24/10/2021
GRANARY 1 Grain Daisy Device	Registered	European Community	002867562	Premier Foods Group Limited	23/09/2022

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
GRANARY 2 Grain Daisy Device	Registered	European Community	002867554	Premier Foods Group Limited	23/09/2022
GRANARY BREAD	Registered	United Kingdom	568964	Premier Foods Group Limited	22/05/2016
GRANARY Device	Registered	United Kingdom	1300349	Premier Foods Group Limited	07/02/2018
GRANARY Device 1995	Registered	United Kingdom	2038815	Premier Foods Group Limited	28/09/2015
GRANARY FINE GRAIN	Registered	United Kingdom	2323099	Premier Foods Group Limited	07/02/2023
GRANARY FULL GRAIN	Registered	United Kingdom	2323097	Premier Foods Group Limited	07/02/2023
GRANARY Series Device	Registered	United Kingdom	2205943	Premier Foods Group Limited	14/08/2019
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN & OVAL	Registered	Ireland	0797946	Premier Foods Group Limited	22/12/2022
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN Oval Device	Registered	International Bureau (WIPO) design IE	797946	Premier Foods Group Limited	23/12/2022
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN Oval	Registered	United Kingdom	2043978	Premier Foods Group Limited	08/11/2015

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
Device					
HARVEST GLORY	Registered	United Kingdom	482722	Premier Foods Group Limited	26/07/2017
HARVO	Registered	United Kingdom	397348	Premier Foods Group Limited	19/11/2023
HEARTY OATS (and Device)	Registered	United Kingdom	2539416	Premier Foods Group Limited	18/02/2020
HOLGRAN	Registered	United Kingdom	1159698	Premier Foods Group Limited	18/08/2022
HOMEBAKE Logo	Registered	United Kingdom	2605490	Premier Foods Group Limited	22/12/2021
HOMESTEAD	Registered	United Kingdom	864780	Premier Foods Group Limited	27/05/2019
HOOLIES	Registered	United Kingdom	2168001	Premier Foods Group Limited	29/05/2018
HOVIS	Registered	European Community	002391803	Premier Foods Group Limited	27/09/2021
HOVIS	Registered	Ireland	52934	Premier Foods Group Limited	13/12/2017
HOVIS	Registered	Ireland	36915	Premier Foods Group Limited	15/04/2020
HOVIS	Registered	Ireland	70288	Premier Foods Group Limited	18/07/2021
HoVIS	Registered	United Kingdom	2495808	Premier Foods Group Limited	20/08/2018
HOVIS	Registered	United Kingdom	191869	Premier Foods Group Limited	14/12/2017
HOVIS	Registered	United Kingdom	786825	Premier Foods Group Limited	03/02/2018
HOVIS (no words	Registered	European Community	002806826	Premier Foods Group Limited	01/08/2022

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
(lozenge)					
HOVIS 0% CRUST	Registered	United Kingdom	2390881	Premier Foods Group Limited	30/04/2015
HOVIS BAKERY Logo	Registered	United Kingdom	2605197	Premier Foods Group Limited	21/12/2021
HOVIS BEST OF BOTH Stylised & Device	Registered	United Kingdom	2274298	Premier Foods Group Limited	03/07/2021
HOVIS BREAD	Registered	United Kingdom	1246923	Premier Foods Group Limited	25/07/2016
Hovis coat of arms	Registered	United Kingdom	571193	Premier Foods Group Limited	27/08/2016
HOVIS COBBLE/HOVIS COBBLES	Registered	United Kingdom	1584261	Premier Foods Group Limited	07/09/2021
HOVIS CRUST FREE	Registered	United Kingdom	2390879	Premier Foods Group Limited	30/04/2015
HOVIS CRUSTLESS	Registered	United Kingdom	2390877	Premier Foods Group Limited	30/04/2015
Hovis family- brother device	Registered	United Kingdom	2323267	Premier Foods Group Limited	11/02/2023
Hovis family- dad	Registered	United Kingdom	2323263	Premier Foods Group Limited	11/02/2023
Hovis family- friend	Registered	United Kingdom	2323262	Premier Foods Group Limited	11/02/2023
Hovis family- mum Device	Registered	United Kingdom	2323264	Premier Foods Group Limited	11/02/2023
Hovis family- sister	Registered	United Kingdom	2323265	Premier Foods Group Limited	11/02/2023

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
HOVIS GET SOMETHING GOOD INSIDE	Registered	United Kingdom	2285273	Premier Foods Group Limited	12/11/2021
HOVIS GOOD MORNING	Registered	United Kingdom	2355318	Premier Foods Group Limited	07/02/2014
HOVIS HEARTY	Registered	United Kingdom	2305528	Premier Foods Group Limited	18/07/2022
HOVIS HEAVENLY	Registered	United Kingdom	2305529	Premier Foods Group Limited	18/07/2022
HOVIS HONEY MALTED GOLDEN WHOLEMEAL	Registered	United Kingdom	2179672	Premier Foods Group Limited	15/10/2018
HOVIS INVISIBLE CRUST TECHNOLOGY	Registered	European Community	5300967	Premier Foods Group Limited	21/08/2016
HOVIS IS FOR LIFE	Registered	European Community	5245352	Premier Foods Group Limited	14/07/2016
HOVIS NO CRUST	Registered	United Kingdom	2390885	Premier Foods Group Limited	30/04/2015
HOVIS PUFFIN	Examination	United Kingdom	3028835	Premier Foods Group Limited	N/A
HOVIS SINCE 1886 BREAD DEVICE IN BLACK	Registered	United Kingdom	2495805	Premier Foods Group Limited	20/08/2018
HOVIS SINCE 1886 BREAD DEVICE IN BLACK & WHITE	Registered	United Kingdom	2495807	Premier Foods Group Limited	20/08/2018

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
HOVIS SINCE 1886 BREAD DEVICE IN BLUE	Registered	United Kingdom	2495806	Premier Foods Group Limited	20/08/2018
HOVIS SINCE 1886 BREAD DEVICE IN BROWN	Registered	United Kingdom	2495804	Premier Foods Group Limited	20/08/2018
HOVIS SOMETHING GOOD INSIDE	Registered	United Kingdom	2285271	Premier Foods Group Limited	12/11/2021
HOVIS SOMETHING GOOD INSIDE (2006) Device	Registered	European Community	5261359	Premier Foods Group Limited	21/07/2016
HOVIS SOMETHING GOOD INSIDE Device	Registered	European Community	2806818	Premier Foods Group Limited	01/08/2022
HOVIS Something Good Inside Rectangle Device	Registered	European Community	4258604	Premier Foods Group Limited	26/01/2015
HOVIS SUNNY	Registered	United Kingdom	2300290	Premier Foods Group Limited	11/05/2022
Hovis Thermometer Device	Registered	United Kingdom	2326340	Premier Foods Group Limited	13/03/2023
HOVIS UNCRUSTY	Registered	United Kingdom	2390883	Premier Foods Group Limited	30/04/2015
HOVISCOL	Registered	United Kingdom	476125A	Premier Foods Group Limited	22/12/2016
INSIDE & OUT	Registered	United Kingdom	2323370	Premier Foods Group Limited	12/02/2023

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
INVISIBLE	Registered	United Kingdom	2390266	Premier Foods Group Limited	23/04/2015
INVISIBLE CRUST Device	Registered	United Kingdom	2404645	Premier Foods Group Limited	22/10/2015
JRL & shield	Registered	United Kingdom	632936	Premier Foods Group Limited	20/11/2017
LE FOURNIL GOURMAND	Registered	United Kingdom	1458968	Premier Foods Group Limited	19/03/2018
LIBERTY	Registered	United Kingdom	640106	Premier Foods Group Limited	14/09/2018
LONDON PRIDE	Registered	United Kingdom	397260	Premier Foods Group Limited	15/11/2023
MALTMASER MALT- MASTER	Registered	United Kingdom	1297992	Premier Foods Group Limited	16/01/2018
MAYFLOWER	Registered	United Kingdom	639208	Premier Foods Group Limited	08/08/2018
MILLWRIGHT	Registered	United Kingdom	1168899	Premier Foods Group Limited	01/02/2023
MINI HOVIS	Registered	United Kingdom	831053	Premier Foods Group Limited	20/02/2017
MOTHERS COUNTRY PRIDE	Registered	United Kingdom	1013264	Premier Foods Group Limited	26/06/2018
MOTHERS PRIDE	Registered	European Community	003351574	Premier Foods Group Limited	12/09/2023
MOTHERS PRIDE	Registered	Ireland	78111	Premier Foods Group Limited	26/08/2015
MOTHERS PRIDE	Registered	United Kingdom	700088	Premier Foods Group Limited	26/07/2020

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
MOTHERS PRIDE BAKERS CHOICE	Registered	United Kingdom	1372157	Premier Foods Group Limited	03/02/2016
MOTHERS PRIDE Banner Devices	Registered	United Kingdom	2138546	Premier Foods Group Limited	05/07/2017
MOTHERS PRIDE BIG T (1989)	Registered	Ireland	128808	Premier Foods Group Limited	22/12/2018
MOTHERS PRIDE CHAMPION	Registered	Ireland	124251	Premier Foods Group Limited	12/04/2018
MOTHERS PRIDE CHAMPION	Registered	United Kingdom	1270519	Premier Foods Group Limited	03/07/2017
MOTHERS PRIDE CHAMPION SOFTGRAIN Device	Registered	United Kingdom	1316481	Premier Foods Group Limited	14/07/2018
MOTHERS PRIDE CONTINENTAL	Registered	United Kingdom	874043	Premier Foods Group Limited	09/01/2020
MOTHERS PRIDE Device	Registered	United Kingdom	1482426	Premier Foods Group Limited	12/11/2018
MOTHERS PRIDE FARMSTEAD	Registered	United Kingdom	771014	Premier Foods Group Limited	09/11/2016
MOTHERS PRIDE FIBREWHITE	Registered	United Kingdom	1530110	Premier Foods Group Limited	18/03/2020

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
MOTHERS PRIDE PATISserie Device	Registered	United Kingdom	1300101	Premier Foods Group Limited	05/02/2018
MOTHERS PRIDE PRIZEBAKE	Registered	United Kingdom	1478203	Premier Foods Group Limited	28/09/2018
MOTHERS PRIDE Seal Logo	Registered	European Community	3351582	Premier Foods Group Limited	12/09/2023
MOTHERS PRIDE Seal Logo Series	Registered	United Kingdom	2236457	Premier Foods Group Limited	19/06/2020
NATURAL SPRINGS	Registered	United Kingdom	1451543	Premier Foods Group Limited	18/12/2017
NEPTUNE	Registered	United Kingdom	281827	Premier Foods Group Limited	06/04/2014
NIMBLE	Registered	European Community	003351707	Premier Foods Group Limited	12/09/2023
NIMBLE	Registered	Ireland	236009	Premier Foods Group Limited	28/06/2016
NIMBLE	Registered	Ireland	62895	Premier Foods Group Limited	30/11/2022
NIMBLE	Registered	Ireland	62738	Premier Foods Group Limited	02/10/2022
NIMBLE	Registered	United Kingdom	2426103	Premier Foods Group Limited	03/07/2016
Nimble	Registered	United Kingdom	752547	Premier Foods Group Limited	04/04/2015
NIMBLE & balloon	Registered	United Kingdom	1485288	Premier Foods Group Limited	10/12/2018
NIMBLE & oval	Registered	United Kingdom	2188471	Premier Foods Group Limited	11/02/2019

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
NIMBLE AMAZING GRAIN	Registered	United Kingdom	2192426	Premier Foods Group Limited	20/03/2019
NIMBLE DIETWATCH	Registered	United Kingdom	2057234	Premier Foods Group Limited	17/02/2016
NIMBLE HEARTBEAT	Registered	United Kingdom	2057214	Premier Foods Group Limited	17/02/2016
NORTHERN PRIDE	Registered	United Kingdom	1413046	Premier Foods Group Limited	02/02/2017
OCEAN PRIDE	Registered	United Kingdom	413426	Premier Foods Group Limited	15/03/2015
OVI	Registered	United Kingdom	449753	Premier Foods Group Limited	30/06/2018
P E R	Registered	European Community	3830791	Premier Foods Group Limited	13/05/2014
Pattipan & baker	Registered	United Kingdom	441422	Premier Foods Group Limited	08/10/2017
PLANET	Registered	United Kingdom	1458491	Premier Foods Group Limited	15/03/2018
PRINCESS	Registered	United Kingdom	1351402	Premier Foods Group Limited	18/07/2015
RAISED THE HOVIS WAY	Registered	United Kingdom	2135070	Premier Foods Group Limited	05/06/2017
RANK HOVIS	Registered	United Kingdom	2376222	Premier Foods Group Limited	21/10/2014
RANK HOVIS HI-LITE	Registered	United Kingdom	2236035	Premier Foods Group Limited	14/06/2020
RANK HOVIS THE MILLERS & wheatsheaf	Registered	United Kingdom	1482911	Premier Foods Group Limited	19/11/2018

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
RANKS	Registered	United Kingdom	619093	Premier Foods Group Limited	08/06/2015
RANKS BAKERS PRIDE	Registered	United Kingdom	633090	Premier Foods Group Limited	24/11/2017
RANK'S FAMILY PRIDE FLOUR	Registered	United Kingdom	68920	Premier Foods Group Limited	29/10/2019
RELIABLE & Device	Registered	United Kingdom	320574	Premier Foods Group Limited	08/02/2018
REPUTATION & Device	Registered	United Kingdom	320575	Premier Foods Group Limited	08/02/2018
SANTA PEPE	Registered	United Kingdom	1433201	Premier Foods Group Limited	24/07/2017
SANTA PEPE SP Device	Registered	United Kingdom	1432022	Premier Foods Group Limited	13/07/2017
SEED SENSATIONS	Registered	United Kingdom	2454337	Premier Foods Group Limited	02/05/2017
SILVER CREST	Registered	United Kingdom	668955	Premier Foods Group Limited	27/04/2017
SILVER CROSS	Registered	United Kingdom	317784	Premier Foods Group Limited	01/11/2017
SILVER CROWN	Registered	United Kingdom	416259	Premier Foods Group Limited	20/06/2015
SILVER KING	Registered	United Kingdom	171849	Premier Foods Group Limited	01/04/2015
SILVER PRINCE	Registered	United Kingdom	502602	Premier Foods Group Limited	09/05/2019
SILVER QUEEN	Registered	United Kingdom	188233	Premier Foods Group Limited	17/06/2017
SILVER STAR	Registered	United Kingdom	314824	Premier Foods Group Limited	14/07/2017

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
SLICE ADVICE	Registered	United Kingdom	2323260	Premier Foods Group Limited	11/02/2023
SLIMCEA	Registered	Ireland	65203	Premier Foods Group Limited	16/09/2014
SLIMCEA	Registered	United Kingdom	779410	Premier Foods Group Limited	03/07/2017
SLIMCEA	Registered	United Kingdom	1202216	Premier Foods Group Limited	23/08/2014
Slimcea Woman (arms stretched)	Registered	United Kingdom	966306	Premier Foods Group Limited	14/10/2015
Slimcea Woman (arms stretched)	Registered	United Kingdom	966307	Premier Foods Group Limited	14/10/2015
Slimcea Woman (arms stretched)	Registered	United Kingdom	1200916	Premier Foods Group Limited	02/08/2014
SLOW CARB	Registered	European Community	3830817	Premier Foods Group Limited	13/05/2014
SLOW CARB GRAPH LINE	Registered	European Community	3906906	Premier Foods Group Limited	28/06/2014
SMART STUFF	Registered	United Kingdom	2275557	Premier Foods Group Limited	19/07/2021
SNOWBOY	Registered	United Kingdom	578435	Premier Foods Group Limited	07/07/2017
ST PATRICK FLOUR	Registered	United Kingdom	438936	Premier Foods Group Limited	11/07/2017
STERLING FLOUR & WHITE	Registered	United Kingdom	1400318	Premier Foods Group Limited	03/10/2016

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
STRONGHOLD	Registered	United Kingdom	369188	Premier Foods Group Limited	10/09/2019
TASTEPAIN	Registered	United Kingdom	1458974	Premier Foods Group Limited	19/03/2018
THE FAMILY BAKERY Device	Registered	United Kingdom	1431712	Premier Foods Group Limited	10/07/2017
TOP COBBER	Registered	United Kingdom	1100476	Premier Foods Group Limited	22/08/2019
TOP FLIGHT	Registered	United Kingdom	583004	Premier Foods Group Limited	24/01/2018
TQ RANKS & WREATH	Registered	United Kingdom	1456069	Premier Foods Group Limited	20/02/2018
TRINITY	Registered	United Kingdom	2123836	Premier Foods Group Limited	15/02/2017
UNITE	Registered	United Kingdom	2264522	Premier Foods Group Limited	17/03/2021
UPPER CRUST	Registered	Ireland	133934	Premier Foods Group Limited	20/10/2019
UTOPIA	Registered	United Kingdom	1310394	Premier Foods Group Limited	19/05/2018
V FORCE	Registered	United Kingdom	2275558	Premier Foods Group Limited	19/07/2021
V FORCE cal cm	Registered	United Kingdom	2309346	Premier Foods Group Limited	30/08/2022
V FORCE d vit	Registered	United Kingdom	2309347	Premier Foods Group Limited	30/08/2022
V FORCE V Buttons	Registered	United Kingdom	2309370	Premier Foods Group Limited	30/08/2022
V FORCE vit c	Registered	United Kingdom	2309349	Premier Foods Group Limited	30/08/2022

TITLE	STATUS	COUNTRY	APPLICATION/ REGISTRATION #	OWNER	NEXT RENEWAL
V FORCE vitamin b	Registered	United Kingdom	2309348	Premier Foods Group Limited	30/08/2022
V FORCE Vs & C/H	Registered	United Kingdom	2309385	Premier Foods Group Limited	30/08/2022
VIKING	Registered	Ireland	54549	Premier Foods Group Limited	09/02/2019
VITAGEN	Registered	United Kingdom	672645	Premier Foods Group Limited	14/09/2017
VITOVIS	Registered	United Kingdom	2168868	Premier Foods Group Limited	06/06/2018
VIVOS	Registered	United Kingdom	636790	Premier Foods Group Limited	27/04/2018
WHITE LABEL	Registered	United Kingdom	1400320	Premier Foods Group Limited	03/10/2016
WINDMILL BAKERY & windmill	Registered	United Kingdom	1317830	Premier Foods Group Limited	01/08/2018
ZENTEK	Registered	United Kingdom	2244782	Premier Foods Group Limited	07/09/2020

4.2 Registered designs

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	NEXT RENEWAL
Hovis pack design: SUNNY lozenge	Registered	United Kingdom	3005686	Premier Foods Group Limited	26/07/2017

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	NEXT RENEWAL
V FORCE C/H blue design	Registered	United Kingdom	3006587	Premier Foods Limited Group	30/08/2017
V FORCE C/H green design	Registered	United Kingdom	3006586	Premier Foods Limited Group	30/08/2017
Hovis yellow stripe design	Registered	United Kingdom	3012334	Premier Foods Limited Group	01/04/2018
Hovis yellow strip and lozenge design	Registered	United Kingdom	3012335	Premier Foods Limited Group	01/04/2018
Ormo green cross design	Registered	European Community	000018601-0001	Premier Foods Limited Group	07/05/2018
Zip V & starburst design	Registered	European Community	000088919-0001	Premier Foods Limited Group	17/10/2018
Plain Zip (in Vs) design	Registered	European Community	000088919-0002	Premier Foods Limited Group	17/10/2018
Plain Zip (in rectangle) design	Registered	European Community	000088919-0003	Premier Foods Limited Group	17/10/2018
Plain Zip (in Vs) with background design	Registered	European Community	000088919-0004	Premier Foods Limited Group	17/10/2018
Plain Zip (in rectangle) with background design	Registered	European Community	000088919-0005	Premier Foods Limited Group	17/10/2018
ORMO bread pack design	Registered	European Community	000168760-0001	Premier Foods Limited Group	26/04/2014

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	NEXT RENEWAL
- purple				Limited	
ORMO bread pack design - orange	Registered	European Community	000168760-0002	Premier Limited	26/04/2014
ORMO bread pack design - harvest crust	Registered	European Community	000168760-0003	Premier Limited	26/04/2014
ORMO bread pack design - cream	Registered	European Community	000168760-0004	Premier Limited	26/04/2014
BBProjectEggAppln Hovis White Granary	Registered	European Community	000359096-0001	Premier Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0002	Premier Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0003	Premier Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0004	Premier Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0005	Premier Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0006	Premier Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0007	Premier Limited	14/06/2015

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	NEXT RENEWAL
BBProjectEggAppln	Registered	European Community	000359096-0008	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0009	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0010	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0011	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0012	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0013	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0014	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0015	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0016	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0017	Premier Foods Group Limited	14/06/2015
BBProjectEggAppln	Registered	European Community	000359096-0018	Premier Foods Group Limited	14/06/2015

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	NEXT RENEWAL
				Limited	
HOVIS MEDIUM GRANARY Design	Registered	United Kingdom	3024048	Premier Limited	24/02/2016
HOVIS SUNFLOWER GRANARY Design	Registered	United Kingdom	3024045	Premier Limited	24/02/2016
HOVIS WHOLEMEAL GRANARY Design	Registered	United Kingdom	3024047	Premier Limited	24/02/2016
HOVIS WHITE GRANARY Design	Registered	United Kingdom	3024049	Premier Limited	24/02/2016
HOVIS COUNTRY GRANARY Design	Registered	United Kingdom	3024046	Premier Limited	24/02/2016
HOVIS BACKGROUND DESIGNS	Registered	European Community	000580709-0001	Premier Limited	19/08/2016
HOVIS BACKGROUND DESIGNS	Registered	European Community	000580709-0002	Premier Limited	19/08/2016
HOVIS BACKGROUND DESIGNS	Registered	European Community	000580709-0003	Premier Limited	19/08/2016
HOVIS BACKGROUND DESIGNS	Registered	European Community	000580709-0004	Premier Limited	19/08/2016
HOVIS BACKGROUND DESIGNS	Registered	European Community	000580709-0005	Premier Limited	19/08/2016

TITLE	STATUS	COUNTRY	APPLICATION #	OWNER	NEXT RENEWAL
Project Prada Bread Bag	Registered	European Community	001751272-0001	Premier Foods Group Limited	06/09/2015
HOVIS Hearty Oats Design	Registered	European Community	001675612-0001	Premier Foods Group Limited	01/03/2015
HOVIS CRUNCH MALTED Breakfast Bakes	Registered	European Community	002046995-0001	Premier Foods Group Limited	24/05/2017
HOVIS MILK & OATS Breakfast Bakes	Registered	European Community	002046995-0002	Premier Foods Group Limited	24/05/2017
HOVIS OATS & HONEY Breakfast Bakes	Registered	European Community	002046995-0003	Premier Foods Group Limited	24/05/2017

4.3 Registered/pending patents

TITLE	STATUS	COUNTRY	APPLICATION or PUBLICATION #	OWNER	NEXT RENEWAL
Lid for a Bread Pan	Granted	United Kingdom	GB0714976.8	Premier Foods Group Limited	31/07/2014
EXTENDED LIFE FOOD PRODUCT	Pending	European Patent Office	11773126.5	Premier Foods Group Limited	31/10/2014
EXTENDED LIFE FOOD PRODUCT	Pending	United Kingdom	GB1117797.9	Premier Foods Group Limited	Not yet due

PART 2

LICENSED KEY BRAND IPR

1. Licensed Key Brand IPR relating to Key Brands other than the Project Liquid Gold Brands

- 1 1 A licence agreement dated 11th October 2006 between (i) Loyd Grossman, and (ii) Chivers Hartley Limited (now CH Old Co Limited), pursuant to which CH Old Co Limited is granted an exclusive, worldwide licence to use the UK registered trade mark "LOYD GROSSMAN" (no 2195849) (along with other unregistered rights) in relation to certain "Loyd Grossman" branded products. This licence has a term of ten years and will terminate on 10th October 2026 unless terminated earlier in accordance with its terms.
- 1 2 A licence agreement dated 20th January 2010 between (i) Cadbury UK Limited, and (ii) Premier Foods Group Limited, as amended by letters of variation dated 25th October 2010 and 19th December 2012. Pursuant to this licence agreement, Premier Foods Group Limited is granted an exclusive, personal, non-transferable, non-sublicensable licence to use various trade mark registrations owned by Cadbury UK Limited in relation to the manufacture of various Cadburys products in the (i) flapjacks, (ii) ambient cakes, and (iii) ambient hot and cold eating desserts categories (and the associated packaging and promotional material) and the distribution, marketing, promotion and sale of those products (and the associated packaging and promotional material) in the UK, the Republic of Ireland, Bahrain, United Arab Emirates, Kuwait, Lebanon, Saudi Arabia, Malta and Cyprus. This licence will terminate on 20th June 2016 unless terminated earlier in accordance with its terms.

2. Licensed Key Brand IPR relating to the Project Liquid Gold Brands

- 2 1 A licence agreement dated 1 March 2002 between (i) A H Foods Limited, and (ii) British Bakeries Limited, as amended by deeds of amendment in 2004, 2005 and 2011 and as novated from British Bakeries Limited to RHM Group Limited (now Premier Foods Group Limited) pursuant to a novation agreement dated 30th April 2006. Pursuant to the licence agreement, Premier Foods Group Limited is granted an exclusive, worldwide licence to use various trade mark registrations relating to the ORMO brand and owned by A H Foods Limited in relation to certain bakery products. The agreement has an initial term of 15 years from 1 March 2002. Unless either party provides five years' prior written notice to the other party of its intention to terminate at the expiry of this initial term, the licence agreement will continue in force until terminated by either party on giving five years' prior written notice, unless terminated earlier in accordance with its terms. The agreement may also be terminated by written notice with immediate effect if the related mill and flour agreement is terminated.

SCHEDULE 4

SHARES

Chargor	Subject Company	Number of Shares	Class
Premier Financing Limited	CH Old Co Limited	8,841,480	Ordinary
Premier Financing Limited	Hillsdown International Limited	150,000,000	Ordinary
Premier Financing Limited	Hillsdown Investments Limited	324,739,280	Ordinary
Premier Financing Limited	MF Old Co Limited	1,000,900	Ordinary
Premier Financing Limited	Hillsdown Ambient Foods Group Limited	21,822,100	Ordinary
Premier Financing Limited	Premier Ambient Products (UK) Limited	10,000,000	Ordinary
Premier Financing Limited	Premier International Foods UK Limited	25,001,000	Ordinary
Premier Foods (Holdings) Limited	Premier Financing Limited	83,651,503	Ordinary
Premier Foods (Holdings) Limited	H L Foods Limited	40,000,000	Ordinary
Premier Foods (Holdings) Limited	Premier Brands Foods Limited	83,701,500	Ordinary
Premier Foods (Holdings) Limited	Premier Grocery Products Limited	13,450,000	Ordinary
Premier Foods Investments No 1 Limited	Premier Foods Investments Limited	11,000,201	Ordinary
Premier Foods plc	Premier Foods Investments No 1 Limited	1,000,200	Ordinary
RHM Group Three Limited	Premier Foods Group Services Limited	830,200,548	Ordinary
Premier Foods Group Services Limited	Premier Foods Group Limited	420,745	Ordinary
Premier Foods Investments Limited	RHM Limited	348,795,425	Ordinary
Premier Foods Investments Limited	Premier Foods Finance plc	50,000	Ordinary

Chargor	Subject Company			Number of Shares	Class
RHM Limited	RHM Limited	Group Holding		772,000,000	Ordinary
RHM Limited	RHM Limited	Group Holding	RHM Group Two Limited	632,700,547	Ordinary
RHM Group Two Limited	RHM Group Two Limited		RHM Group Three Limited	830,200,548	Ordinary
Premier Limited	Premier Limited	Foods Group	Centura Foods Limited	90,000,004	Ordinary
Premier Limited	Premier Limited	Foods Group	Manor Bakeries Limited	50,000,001	Ordinary
Premier Limited	Premier Limited	Foods Group	RHM Overseas Limited	100,000,000	Ordinary
Premier Limited	Premier Limited	Foods Group	London Superstores Limited	72,794	Ordinary
Premier Limited	Premier Limited	Foods Group	Premier Foods (Holdings) Limited	23,844,944	Ordinary
London Superstores Limited	London Superstores Limited		RHM Foodsbrands+ Limited	58,276	Ordinary
London Superstores Limited	London Superstores Limited		RHM Food Solutions Limited	14,627	Ordinary

SCHEDULE 5
EXCLUDED ASSETS

PART 1

EXCLUDED PROJECT LIQUID GOLD ASSETS¹

1. LG BUSINESS GOODWILL

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded goodwill

All the goodwill of PFGL or any other member of PFGL's Group exclusively relating to the LG Business

Excluded Goodwill in relation to Business Barcodes

Barcodes in respect of which transfer is permitted by GSI UK (a company limited by guarantee and registered in England with company number 1256140 and with registered office at Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH) (the **Business Barcodes**)

Excluded goodwill in relation to trademarks (Excluded trademarks)

Title	Country	Registration No.	Applicant/Owner
A SLICE OF FAMILY LIFE	United Kingdom	2236452	Premier Foods Group Limited
ABUNDANCE	United Kingdom	288980	Premier Foods Group Limited
ALL IN ALL	United Kingdom	2390268	Premier Foods Group Limited
AS YOU LIKE IT	Ireland	45963	Premier Foods Group Limited
AS YOU LIKE IT	Jersey	1437	Premier Foods Group Limited
AS YOU LIKE IT	United Kingdom	411435	Premier Foods Group Limited
AYLI	United Kingdom	571151	Premier Foods Group Limited
BAKERS PRIDE	United Kingdom	1547863	Premier Foods Group Limited
BELROY	United Kingdom	441293B	Premier Foods Group Limited
BEST OF BOTH	European Union	005597299	Premier Foods Group

¹ Subject to review by Banks

Title	Country	Registration No.	Applicant/Owner
			Limited
BEST OF BOTH	United Kingdom	2270510	Premier Foods Group Limited
BEST WITH LESS	European Union	3906898	Premier Foods Group Limited
BLENDCEA	United Kingdom	787766	Premier Foods Group Limited
Boy Pushing Bike Device	United Kingdom	2494230	Premier Foods Group Limited
BREAD MASTER BREAD-MASTER	United Kingdom	1297990	Premier Foods Group Limited
BREAD POCKETS	United Kingdom	2453217	Premier Foods Group Limited
BUMPER HARVEST	United Kingdom	1107810	Premier Foods Group Limited
BUMPER HARVEST Device	United Kingdom	1472740	Premier Foods Group Limited
CANADIAN CHIEF	United Kingdom	1470642	Premier Foods Group Limited
CARBS SO LOW	Australia	1010191	British Bakeries Limited
CARBS SO LOW	European Union	3830783	Premier Foods Group Limited
CEROVIM	Ireland	55128	Premier Foods Group Limited
CEROVIM	United Kingdom	457424	Premier Foods Group Limited
CEROVIM	United Kingdom	993516	Premier Foods Group Limited
CHALLENGE & Device	United Kingdom	320572	Premier Foods Group Limited
CHAMPION	United Kingdom	758647	Premier Foods Group Limited
COBBER	United Kingdom	993515	Premier Foods Group Limited
COUNTRY GRAIN Series	United Kingdom	2001500	Premier Foods Group Limited
COUNTRY GRAINS	Ireland	108137	Premier Foods Group Limited
COUNTRY STYLE	United Kingdom	1064479	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
DAISY FRESH	United Kingdom	872389	Premier Foods Group Limited
DAISY FRESH	United Kingdom	987430	Premier Foods Group Limited
DAISY FRESH	United Kingdom	1426828	Premier Foods Group Limited
DEMOCRAT	United Kingdom	529722A	Premier Foods Group Limited
EMPEROR	United Kingdom	2012038	Premier Foods Group Limited
FARMERS GOLD	United Kingdom	2174540	Premier Foods Group Limited
FARMPRIDE	United Kingdom	437956	Premier Foods Group Limited
FITZWILLIAM	United Kingdom	2172411	Premier Foods Group Limited
FLEMING HOWDEN	United Kingdom	2558414	Premier Foods Group Limited
FLYING SCOTSMAN	United Kingdom	195683	Premier Foods Group Limited
FORGET-ME-NOT	United Kingdom	327762	Premier Foods Group Limited
FRIENDLY	United Kingdom	1446749	Premier Foods Group Limited
FRUIT AND SEED SENSATIONS	United Kingdom	2563838	Premier Foods Group Limited
GLADIATOR	United Kingdom	196423	Premier Foods Group Limited
GOLD CREST	Ireland	174525	Premier Foods Group Limited
GOLD CREST	United Kingdom	872879	Premier Foods Group Limited
GOLDEN SECRET	United Kingdom	316010	Premier Foods Group Limited
GOLDEN SUNRISE	United Kingdom	1404885	Premier Foods Group Limited
GOLDEN WINGS	United Kingdom	634316	Premier Foods Group Limited
GOOD MORNING	United Kingdom	2355319	Premier Foods Group Limited
GRAIN IN HAND	European Union	5261342	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
			Limited
GRAINMASTER	United Kingdom	1301689	Premier Foods Group Limited
GRANARY	Australia	1248481	Premier Foods Group Limited
GRANARY	Australia	184139	Premier Foods Group Limited
GRANARY	Australia	360074	Premier Foods Group Limited
GRANARY	Bahrain	66831	Premier Foods Group Limited
GRANARY	Benelux	30049	Premier Foods Group Limited
GRANARY	Denmark	1213/73	Premier Foods Group Limited
GRANARY	European Union	002867539	Premier Foods Group Limited
GRANARY	France	1205891	Premier Foods Group Limited
GRANARY	Germany	914891	Premier Foods Group Limited
GRANARY	Gibraltar	4184	Premier Foods Group Limited
GRANARY	Hong Kong	19861626	Premier Foods Group Limited
GRANARY	Ireland	49575	Premier Foods Group Limited
GRANARY	Ireland	132783	Premier Foods Group Limited
GRANARY	Ireland	132784	Premier Foods Group Limited
GRANARY	Italy	RM/2001/3758	Premier Foods Group Limited
GRANARY	Japan	2004-051570	Premier Foods Group Limited
GRANARY	Kuwait	105909	Premier Foods Group Limited
GRANARY	New Zealand	824082	Premier Foods Group Limited
GRANARY	New Zealand	75078	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
GRANARY	New Zealand	134294	Premier Foods Group Limited
GRANARY	Norway	110283	Premier Foods Group Limited
GRANARY	Oman	51859	Premier Foods Group Limited
GRANARY	Qatar	51981	Premier Foods Group Limited
GRANARY	Saudi Arabia	132114	Premier Foods Group Limited
GRANARY	Spain	1070836	Premier Foods Group Limited
GRANARY	Sweden	140786	Premier Foods Group Limited
GRANARY	Switzerland	06531/1992	Premier Foods Group Limited
GRANARY	United Arab Emirates	21875	Rank Hovis Limited
GRANARY	United Kingdom	987755	Premier Foods Group Limited
GRANARY	United Kingdom	1142549	Premier Foods Group Limited
GRANARY & baker device	Malta	8843	Premier Foods Group Limited
GRANARY 1 Grain Daisy Device	European Union	002867562	Premier Foods Group Limited
GRANARY 2 Grain Daisy Device	European Union	002867554	Premier Foods Group Limited
GRANARY BREAD	Canada	124766	Premier Foods Group Limited
GRANARY BREAD	United Kingdom	568964	Premier Foods Group Limited
GRANARY Device	United Kingdom	1300349	Premier Foods Group Limited
GRANARY Device 1995	United Kingdom	2038815	Premier Foods Group Limited
GRANARY FINE GRAIN	United Kingdom	2323099	Premier Foods Group Limited
GRANARY FULL GRAIN	United Kingdom	2323097	Premier Foods Group Limited
GRANARY Series	United Kingdom	2205943	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
Device			Limited
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN & OVAL	Ireland	0797946	Premier Foods Group Limited
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN Oval Device	International Bureau (WIPO) desig. IE	797946	Premier Foods Group Limited
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN Oval Device	United Kingdom	2043978	Premier Foods Group Limited
HARVEST GLORY	United Kingdom	482722	Premier Foods Group Limited
HARVO	United Kingdom	397348	Premier Foods Group Limited
HEARTY OATS (and Device)	United Kingdom	2539416	Premier Foods Group Limited
HOLGRAN	United Kingdom	1159698	Premier Foods Group Limited
HOMEBAKE Logo	United Kingdom	2605490	Premier Foods Group Limited
HOMESTEAD	United Kingdom	864780	Premier Foods Group Limited
HOOLIES	United Kingdom	2168001	Premier Foods Group Limited
HOVIS	African Intellectual Property Organization (OAPI)	40235	Rank Hovis Limited
HOVIS	Australia	1010192	British Bakeries Limited
HOVIS	Australia	167806	Premier Foods Group Limited
HOVIS	Australia	167807	Premier Foods Group Limited
HOVIS	Bahrain	66830	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
			Limited
HOVIS	Bangladesh	2285	Rank Hovis Limited
HOVIS	Barbados	81/5414	Rank Hovis Limited
HOVIS	Benelux	0509892	Premier Foods Group Limited
HOVIS	Bermuda	604	Rank Hovis Limited
HOVIS	Bulgaria	1123/9589	Premier Foods Group Limited
HOVIS	Canada	29028	Premier Foods Group Limited
HOVIS	Canada	0133170	Premier Foods Group Limited
HOVIS	Cyprus	33575	Rank Hovis Limited
HOVIS	Czech Republic	55754	Premier Foods Group Limited
HOVIS	Denmark	128-1896	Premier Foods Group Limited
HOVIS	European Union	002391803	Premier Foods Group Limited
HOVIS	Germany	20064	Premier Foods Group Limited
HOVIS	Gibraltar	5876	Premier Foods Group Limited
HOVIS	Guernsey	GGGT1042	Premier Foods Group Limited
HOVIS	Iceland	157/1928	Premier Foods Group Limited
HOVIS	International Bureau (WIPO) desig. AZ	1159054	Premier Foods Group Limited
HOVIS	Ireland	52934	Premier Foods Group Limited
HOVIS	Ireland	36915	Premier Foods Group Limited
HOVIS	Ireland	70288	Premier Foods Group Limited
HOVIS	Jamaica	7393	Rank Hovis Limited
HOVIS	Jersey	1386	Premier Foods Group Limited
HOVIS	Kenya	2408	Rank Hovis Limited

Title	Country	Registration No.	Applicant/Owner
HOVIS	Kuwait	105908	Premier Foods Group Limited
HOVIS	Malaysia	M/2667	Rank Hovis Limited
HOVIS	Malta	2087	Rank Hovis Limited
HOVIS	Morocco	62390	Premier Foods Group Limited
HOVIS	New Zealand	1791	Premier Foods Group Limited
HOVIS	New Zealand	72577	Rank Hovis Limited
HOVIS	New Zealand	72576	Rank Hovis Limited
HOVIS	Norway	18960102	Premier Foods Group Limited
HOVIS	Oman	51860	Premier Foods Group Limited
HOVIS	Pakistan	6262	Rank Hovis Limited
HOVIS	Poland	183382	Rank Hovis Limited
HOVIS	Portugal	2374	Premier Foods Group Limited
HOVIS	Qatar	51980	Premier Foods Group Limited
HOVIS	Saudi Arabia	132113	Premier Foods Group Limited
HOVIS	Singapore	T3902667F	Rank Hovis Limited
HOVIS	Slovakia	167259	Premier Foods Group Limited
HOVIS	South Africa	1213/24/2	Rank Hovis Limited
HOVIS	Spain	5687	Premier Foods Group Limited
HOVIS	Sweden	5662	Premier Foods Group Limited
HOVIS	Switzerland	05524/1981	Rank Hovis Limited
HOVIS	Uganda	5235	Rank Hovis Limited
HOVIS	United Arab Emirates	113470	Premier Foods Group Limited
HoVIS	United Kingdom	2495808	Premier Foods Group Limited
HOVIS	United Kingdom	191869	Premier Foods Group Limited
HOVIS	United Kingdom	786825	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
			Limited
HOVIS	United Republic of Tanzania	5737	Premier Foods Group Limited
HOVIS	United States of America	78/830,937	Premier Foods Group Limited
HOVIS	Yemen	850	Rank Hovis Limited
HOVIS (no words lozenge)	European Union	002806826	Premier Foods Group Limited
HOVIS 0% CRUST	United Kingdom	2390881	Premier Foods Group Limited
HOVIS BAKERY Logo	United Kingdom	2605197	Premier Foods Group Limited
HOVIS BEST OF BOTH Stylised & Device	United Kingdom	2274298	Premier Foods Group Limited
HOVIS BREAD	United Kingdom	1246923	Premier Foods Group Limited
Hovis coat of arms	United Kingdom	571193	Premier Foods Group Limited
HOVIS COBBLE/HOVIS COBBLES	United Kingdom	1584261	Premier Foods Group Limited
HOVIS CRUST FREE	United Kingdom	2390879	Premier Foods Group Limited
HOVIS CRUSTLESS	United Kingdom	2390877	Premier Foods Group Limited
Hovis family-brother device	United Kingdom	2323267	Premier Foods Group Limited
Hovis family- dad	United Kingdom	2323263	Premier Foods Group Limited
Hovis family-friend	United Kingdom	2323262	Premier Foods Group Limited
Hovis family- mum Device	United Kingdom	2323264	Premier Foods Group Limited
Hovis family- sister	United Kingdom	2323265	Premier Foods Group Limited
HOVIS GET SOMETHING GOOD INSIDE	United Kingdom	2285273	Premier Foods Group Limited
HOVIS GOOD MORNING	United Kingdom	2355318	Premier Foods Group Limited
HOVIS HEARTY	United Kingdom	2305528	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
			Limited
HOVIS HEAVENLY	United Kingdom	2305529	Premier Foods Group Limited
HOVIS HONEY MALTED GOLDEN WHOLEMEAL	United Kingdom	2179672	Premier Foods Group Limited
HOVIS INVISIBLE CRUST TECHNOLOGY	European Union	5300967	Premier Foods Group Limited
HOVIS IS FOR LIFE	European Union	5245352	Premier Foods Group Limited
HOVIS NO CRUST	United Kingdom	2390885	Premier Foods Group Limited
HOVIS PUFFIN	United Kingdom	3028835	Premier Foods Group Limited
HOVIS SINCE 1886 BREAD DEVICE IN BLACK	United Kingdom	2495805	Premier Foods Group Limited
HOVIS SINCE 1886 BREAD DEVICE IN BLACK & WHITE	United Kingdom	2495807	Premier Foods Group Limited
HOVIS SINCE 1886 BREAD DEVICE IN BLUE	United Kingdom	2495806	Premier Foods Group Limited
HOVIS SINCE 1886 BREAD DEVICE IN BROWN	United Kingdom	2495804	Premier Foods Group Limited
HOVIS SOMETHING GOOD INSIDE	United Kingdom	2285271	Premier Foods Group Limited
HOVIS SOMETHING GOOD INSIDE (2006) Device	European Union	5261359	Premier Foods Group Limited
HOVIS SOMETHING GOOD INSIDE Device	European Union	2806818	Premier Foods Group Limited
HOVIS Something Good Inside	European Union	4258604	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
Rectangle Device			
HOVIS SUNNY	United Kingdom	2300290	Premier Foods Group Limited
Hovis Thermometer Device	United Kingdom	2326340	Premier Foods Group Limited
HOVIS UNCRUSTY	United Kingdom	2390883	Premier Foods Group Limited
HOVISCOL	United Kingdom	476125A	Premier Foods Group Limited
INSIDE & OUT	United Kingdom	2323370	Premier Foods Group Limited
INVISIBLE	United Kingdom	2390266	Premier Foods Group Limited
INVISIBLE CRUST Device	United Kingdom	2404645	Premier Foods Group Limited
JRL & shield	United Kingdom	632936	Premier Foods Group Limited
LE FOURNIL GOURMAND	United Kingdom	10458968	Premier Foods Group Limited
LIBERTY	United Kingdom	640106	Premier Foods Group Limited
LONDON PRIDE	United Kingdom	397260	Premier Foods Group Limited
MALTMASER MALT-MASTER	United Kingdom	1297992	Premier Foods Group Limited
MAYFLOWER	United Kingdom	639208	Premier Foods Group Limited
MILLWRIGHT	United Kingdom	1168899	Premier Foods Group Limited
MINI HOVIS	United Kingdom	831053	Premier Foods Group Limited
MOTHERS COUNTRY PRIDE	United Kingdom	1013264	Premier Foods Group Limited
MOTHERS PRIDE	Benelux	9652	British Bakeries Limited
MOTHERS PRIDE	European Union	003351574	Premier Foods Group Limited
MOTHERS PRIDE	France	INPI1938191	British Bakeries Limited
MOTHERS PRIDE	Germany	862287	British Bakeries Limited

Title	Country	Registration No.	Applicant/Owner
MOTHERS PRIDE	Ireland	78111	Premier Foods Group Limited
MOTHERS PRIDE	Italy	RM/2002/6218	British Bakeries Limited
MOTHERS PRIDE	Switzerland	06196/1988	British Bakeries Limited
MOTHERS PRIDE	United Kingdom	700088	Premier Foods Group Limited
MOTHERS PRIDE BAKERS CHOICE	United Kingdom	1372157	Premier Foods Group Limited
MOTHERS PRIDE Banner Devices	United Kingdom	2138546	Premier Foods Group Limited
MOTHERS PRIDE BIG T (1989)	Ireland	128808	Premier Foods Group Limited
MOTHERS PRIDE CHAMPION	Ireland	124251	Premier Foods Group Limited
MOTHERS PRIDE CHAMPION	United Kingdom	1270519	Premier Foods Group Limited
MOTHERS PRIDE CHAMPION SOFTGRAIN Device	United Kingdom	1316481	Premier Foods Group Limited
MOTHERS PRIDE CONTINENTAL	United Kingdom	874043	Premier Foods Group Limited
MOTHERS PRIDE Device	United Kingdom	1482426	Premier Foods Group Limited
MOTHERS PRIDE FARMSTEAD	United Kingdom	771014	Premier Foods Group Limited
MOTHERS PRIDE FIBREWHITE	United Kingdom	1530110	Premier Foods Group Limited
MOTHERS PRIDE PATISSERIE Device	United Kingdom	1300101	Premier Foods Group Limited
MOTHERS PRIDE PRIZEBAKE	United Kingdom	1478203	Premier Foods Group Limited
MOTHERS PRIDE Seal Logo	European Union	3351582	Premier Foods Group Limited
MOTHERS PRIDE Seal Logo Series	United Kingdom	2236457	Premier Foods Group Limited
NATURAL SPRINGS	United Kingdom	1451543	Premier Foods Group Limited
NEPTUNE	United Kingdom	281827	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
			Limited
NIMBLE	Benelux	5097/42	British Bakeries Limited
NIMBLE	Denmark	1563	British Bakeries Limited
NIMBLE	European Union	003351707	Premier Foods Group Limited
NIMBLE	France	1474110	British Bakeries Limited
NIMBLE	Germany	862286	British Bakeries Limited
NIMBLE	Ireland	236009	Premier Foods Group Limited
NIMBLE	Ireland	62895	Premier Foods Group Limited
NIMBLE	Ireland	62738	Premier Foods Group Limited
NIMBLE	Italy	RM/2002/6217	British Bakeries Limited
NIMBLE	Switzerland	366344	British Bakeries Limited
NIMBLE	United Kingdom	2426103	Premier Foods Group Limited
Nimble	United Kingdom	752547	Premier Foods Group Limited
NIMBLE & balloon	United Kingdom	1485288	Premier Foods Group Limited
NIMBLE & oval	United Kingdom	2188471	Premier Foods Group Limited
NIMBLE AMAZING GRAIN	United Kingdom	2192426	Premier Foods Group Limited
NIMBLE DIETWATCH	United Kingdom	2057234	Premier Foods Group Limited
NIMBLE HEARTBEAT	United Kingdom	2057214	Premier Foods Group Limited
NORTHERN PRIDE	United Kingdom	1413046	Premier Foods Group Limited
OCEAN PRIDE	United Kingdom	413426	Premier Foods Group Limited
OVI	United Kingdom	449753	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
P E R.	European Union	3830791	Premier Foods Group Limited
PAIN DE GRANARY	Canada	593850	Premier Foods Group Limited
Pattipan & baker	United Kingdom	441422	Premier Foods Group Limited
PLANET	United Kingdom	1458491	Premier Foods Group Limited
PRINCESS	United Kingdom	1351402	Prenuer Foods Group Limited
RAISED THE HOVIS WAY	United Kingdom	2135070	Premier Foods Group Limited
RANK HOVIS	United Kingdom	2376222	Premier Foods Group Limited
RANK HOVIS HI-LITE	United Kingdom	2236035	Premier Foods Group Limited
RANK HOVIS THE MILLERS & wheatsheaf	United Kingdom	1482911	Premier Foods Group Limited
RANKS	United Kingdom	619093	Premier Foods Group Limited
RANKS BAKERS PRIDE	United Kingdom	633090	Premier Foods Group Limited
RANK'S FAMILY PRIDE FLOUR	United Kingdom	68920	Premier Foods Group Limited
RANKS MEEL	Benelux	791982	Rank Hovis Limited
RANKS MEEL colour	Benelux	791985	Rank Hovis Limited
RELIABLE & Device	United Kingdom	320574	Premier Foods Group Limited
REPUTATION & Device	United Kingdom	320575	Premier Foods Group Limited
SANTA PEPE	United Kingdom	1433201	Premier Foods Group Limited
SANTA PEPE SP Device	United Kingdom	1432022	Premier Foods Group Limited
SEED SENSATIONS	United Kingdom	2454337	Premier Foods Group Limited
SILVER CREST	United Kingdom	668955	Premier Foods Group Limited
SILVER CROSS	United Kingdom	317784	Premier Foods Group

Title	Country	Registration No.	Applicant/Owner
			Limited
SILVER CROWN	United Kingdom	416259	Premier Foods Group Limited
SILVER KING	United Kingdom	171849	Premier Foods Group Limited
SILVER PRINCE	United Kingdom	502602	Premier Foods Group Limited
SILVER QUEEN	United Kingdom	188233	Premier Foods Group Limited
SILVER STAR	United Kingdom	314824	Premier Foods Group Limited
SLICE ADVICE	United Kingdom	2323260	Premier Foods Group Limited
SLIMCEA	Cyprus	13784	British Bakeries Limited
SLIMCEA	Gibraltar	2792	British Bakeries Limited
SLIMCEA	Guernsey	GGGT1815	Premier Foods Group Limited
SLIMCEA	Ireland	65203	Premier Foods Group Limited
SLIMCEA	United Kingdom	779410	Premier Foods Group Limited
SLIMCEA	United Kingdom	1202216	Premier Foods Group Limited
SLIMCEA KEEP FIT	Malta	19788	British Bakeries Limited
SLIMCEA KEEP FIT & fan device	Malta	19789	British Bakeries Limited
Slimcea Woman (arms stretched)	United Kingdom	966306	Premier Foods Group Limited
Slimcea Woman (arms stretched)	United Kingdom	966307	Premier Foods Group Limited
Slimcea Woman (arms stretched)	United Kingdom	1200916	Premier Foods Group Limited
SLOW CARB	European Union	3830817	Premier Foods Group Limited
SLOW CARB GRAPH LINE	European Union	3906906	Premier Foods Group Limited
SMART STUFF	United Kingdom	2275557	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
SNOWBOY	United Kingdom	578435	Premier Foods Group Limited
ST PATRICK FLOUR	United Kingdom	438936	Premier Foods Group Limited
STERLING WHITE FLOUR & £	United Kingdom	1400318	Premier Foods Group Limited
STRONGHOLD	United Kingdom	369188	Premier Foods Group Limited
TASTEPAIN	United Kingdom	1458974	Premier Foods Group Limited
THE FAMILY BAKERY Device	United Kingdom	1431712	Premier Foods Group Limited
TOP COBBER	United Kingdom	1100476	Premier Foods Group Limited
TOP FLIGHT	United Kingdom	583004	Premier Foods Group Limited
TQ RANKS & WREATH	United Kingdom	1456069	Premier Foods Group Limited
TRINITY	United Kingdom	2123836	Premier Foods Group Limited
UNITE	United Kingdom	2264522	Premier Foods Group Limited
UPPER CRUST	United Kingdom	133934	Premier Foods Group Limited
UTOPIA	United Kingdom	1310394	Premier Foods Group Limited
V FORCE	United Kingdom	2275558	Premier Foods Group Limited
V FORCE cal cm	United Kingdom	2309346	Premier Foods Group Limited
V FORCE d vit	United Kingdom	2309347	Premier Foods Group Limited
V FORCE V Buttons	United Kingdom	2309370	Premier Foods Group Limited
V FORCE vit c	United Kingdom	2309349	Premier Foods Group Limited
V FORCE vitamin b	United Kingdom	2309348	Premier Foods Group Limited
V FORCE Vs & C/H	United Kingdom	2309385	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
VIKING	Ireland	54549	Premier Foods Group Limited
VITAGEN	United Kingdom	672645	Premier Foods Group Limited
VITOVIS	United Kingdom	2168868	Premier Foods Group Limited
VIVOS	United Kingdom	636790	Premier Foods Group Limited
WHITE LABEL	United Kingdom	1400320	Premier Foods Group Limited
WINDMILL BAKERY & windmill	United Kingdom	1317830	Premier Foods Group Limited
ZENTEK	United Kingdom	2244782	Premier Foods Group Limited

2. LG BUSINESS INTELLECTUAL PROPERTY

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded Intellectual Property

All patents, trade marks, logos, rights in designs, copyrights (including rights in computer software), domain names and database rights (whether or not any of these are registered and including applications for registration of any such thing), and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world (**Intellectual Property**) which is owned by PFGL or any other member of the PFGL Group which is used exclusively in the LG Business

All Intellectual Property in the following brands (A and B together, being the **Proprietary Brands**)

A. Hovis

Mother's Pride

Granary

Nimble

Rank

British Bakeries

B. All other Excluded Trademarks detailed above.

C. Excluded registered designs

Title	Country	Registration No.	Applicant/Owner
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Title	Country	Registration No.	Applicant/Owner
Hovis pack design. SUNNY lozenge	United Kingdom	3005686	Premier Foods Group Limited
V FORCE C/H blue design	United Kingdom	3006587	Premier Foods Group Limited
V FORCE C/H green design	United Kingdom	3006586	Premier Foods Group Limited
Hovis yellow stripe design	United Kingdom	3012334	Premier Foods Group Limited
Hovis yellow strip and lozenge design	United Kingdom	3012335	Premier Foods Group Limited
Ormo green cross design	European Union	000018601-0001	Premier Foods Group Limited
Zip V & starburst design	European Union	000088919-0001	Premier Foods Group Limited
Plain Zip (in Vs) design	European Union	000088919-0002	Premier Foods Group Limited
Plain Zip (in rectangle) design	European Union	000088919-0003	Premier Foods Group Limited
Plain Zip (in Vs) with background design	European Union	000088919-0004	Premier Foods Group Limited
Plain Zip (in rectangle) with background design	European Union	000088919-0005	Premier Foods Group Limited
ORMO bread pack design - purple	European Union	000168760-0001	Premier Foods Group Limited
ORMO bread pack design - orange	European Union	000168760-0002	Premier Foods Group Limited
ORMO bread pack design - harvest crust	European Union	000168760-0003	Premier Foods Group Limited
ORMO bread pack design - cream	European Union	000168760-0004	Premier Foods Group Limited
BBProjectEggAppln - Hovis White Granary	European Union	000359096-0001	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0002	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0003	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0004	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0005	Premier Foods Group Limited

Title	Country	Registration No.	Applicant/Owner
BBProjectEggAppln	European Union	000359096-0006	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0007	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0008	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0009	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0010	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0011	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0012	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0013	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0014	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0015	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0016	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0017	Premier Foods Group Limited
BBProjectEggAppln	European Union	000359096-0018	Premier Foods Group Limited
HOVIS MEDIUM GRANARY Design	United Kingdom	3024048	Premier Foods Group Limited
HOVIS SUNFLOWER GRANARY Design	United Kingdom	3024045	Premier Foods Group Limited
HOVIS WHOLEMEAL GRANARY Design	United Kingdom	3024047	Premier Foods Group Limited
HOVIS WHITE GRANARY Design	United Kingdom	3024049	Premier Foods Group Limited
HOVIS COUNTRY GRANARY Design	United Kingdom	3024046	Premier Foods Group Limited
HOVIS BACKGROUND DESIGNS	European Union	000580709-0001	Premier Foods Group Limited
HOVIS	European Union	000580709-0002	Premier Foods

Title	Country	Registration No.	Applicant/Owner
BACKGROUND DESIGNS			Group Limited
HOVIS BACKGROUND DESIGNS	European Union	000580709-0003	Premier Foods Group Limited
HOVIS BACKGROUND DESIGNS	European Union	000580709-0004	Premier Foods Group Limited
HOVIS BACKGROUND DESIGNS	European Union	000580709-0005	Premier Foods Group Limited
Project Prada Bread Bag	European Union	001751272-0001	Premier Foods Group Limited
HOVIS Hearty Oats Design	European Union	001675612-0001	Premier Foods Group Limited
HOVIS MALTED CRUNCH Breakfast Bakes	European Union	002046995-0001	Premier Foods Group Limited
HOVIS MILK & OATS Breakfast Bakes	European Union	002046995-0002	Premier Foods Group Limited
HOVIS OATS & HONEY Breakfast Bakes	European Union	002046995-0003	Premier Foods Group Limited

D. Excluded patents

Title	Country	Registration No.	Applicant/Owner
Lid for a Bread Pan	United Kingdom	0714976 8	Premier Foods Group Limited
EXTENDED LIFE FOOD PRODUCT	European Patent Office	11773126 5	Premier Foods Group Limited
EXTENDED LIFE FOOD PRODUCT	United Kingdom	1117797 9	Premier Foods Group Limited
EXTENDED LIFE FOOD PRODUCT	US	13/879331	Premier Foods Group Limited

E. Excluded domain names

belfastbread co uk

belfastbread com

britishbakeries co.uk

britishbakeries com

fleminghowden.co.uk
holgran.co.uk
hovis.co.uk
hovis.xxx
hovis120.co.uk
hovis120.com
hovisbakery.co.uk
hovisbakery.com
hovisbakery.xxx
hovisbread.co.uk
hovisbread.com
hovisflour.co.uk
hovisflour.com
hovisflour.net
hovisgranary.co.uk
hovisgranary.com
hovisheartyoats.co.uk
hovisinvisiblecrust.co.uk
hovisinvisiblecrust.com
hoviswholemealchallenge.co.uk
hoviswholemealchallenge.com
invisiblecrust.co.uk
invisiblecrust.com
motherspride.co.uk
motherspride.com
nimblebakery.co.uk
nimblebakery.com
nimblebread.co.uk

nimblebread.com
ormobakery.co.uk
ormobakery.com
ormo-bakery.com
ormobelfastbread.co.uk
ormobelfastbread.com
ormobread.co.uk
ormobread.com
wholegrain-nutrition.co.uk
wickedcombo.co.uk
yourormo.co.uk
yourormo.com
ormobakery.com
ormo-bakery.com
ormobelfastbread.co.uk
ormobelfastbread.com
ormobread.co.uk
ormobread.com
wholegrain-nutrition.co.uk
wickedcombo.co.uk
yourormo.co.uk
yourormo.com

3. LG BUSINESS STOCKS

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded business stocks

All stocks of raw materials, engineering spares, work-in-progress, finished goods and packaging owned by the PFGL Group and used exclusively by or in the LG Business or otherwise located at the LG Business Properties

Excluded red wheat stocks

All stocks of red wheat in the possession and/or control of PFGL or any member of the PFGL Group

4. LG BUSINESS PLANT AND MACHINERY

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded plant and machinery

All the plant, machinery and other equipment including furniture, vehicles, spares, loose tools, fittings, partitioning and other items owned by the PFGL Group (including any plant, machinery or other equipment which, as at 27 January 2014, is subject to any finance lease) and used exclusively by or in the LG Business or otherwise located at the LG Business Properties.

5. LG BUSINESS CONTRACTS

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded contracts

The benefit (subject to the burden) of all the contracts (including all agreements, arrangements and commitments) relating exclusively to the LG Business to which PFGL or any member of the PFGL Group is a party.

Excluded licence

The licence granted to ABF Grain Products Limited by PFGL in an agreement dated 5th July 2012 only in so far as such licence relates to

- (a) the LG Business Intellectual Property (see above); or
- (b) information owned by PFGL and/or any other member of the PFGL Group which is used exclusively in the LG Business

Novated Contracts to be excluded

All contracts listed below:

Customer	Service/Product
Asda	Proposal trading agreement for bread
Tesco	Mainland 2013- 15 JBP for bread
Sainsburys	Bakery Occasions business plan 2013-14
Sainsburys	Bread business plan 2013-14
Waitrose	Bread trading terms proposal 2013-14
Waitrose	Other bakery trading terms proposal 2013-14

Customer	Service/Product
One Stop	One Stop & Hovis JBP volume and ORD tracker 2013-14
Lidl	Trading agreement for bread and other bakery lines
Farmfoods	Supply Agreement for bread and other bakery lines
Morrisons	Supply agreement 23 7 2012 to 31 1 14 for bread
Chamdoll (connected with the Park n Shop licence agreement)	Agreement for the supply of flour into the UAE (currently in negotiation)
Ministry of Justice	Bread contract - August 2012
United Biscuits (UK) Limited	Premier licences Hovis for use on sweetmeal digestive biscuit and savory cracker biscuit products.
Northern Foods Grocery Group (trading as Fox's)	Premier licences Hovis for use for breakfast biscuits
Children's Information Service	Co-existence agreement in relation to Father's Pride (Mother's Pride)
AH Foods Limited	Novation agreement from British Bakeries to RHM Group, in relation to Ormo
AH Foods Limited	Deed of amendment 2004 in relation to Ormo
AH Foods Limited	Deed of amendment 2005 in relation to Ormo
AH Foods Limited	Variation agreement to trademark agreement and agreement to mill and deliver flour - 04-02-11
AH Foods Limited	Premier licences Ormo for use for bakery products
Park n Shop	Hovis In relation to the Chamdoll agreement for the supply of flour into the UAE (agreement still in negotiation)
Red Lion Foods Limited	Red Foods licences Red Lion marks to Premier for bread and crumpet products.
Symeonides & Sons Ltd (trading as Royale	Premier licences Hovis for bread products.

Customer	Service/Product
Bakeries)	
Marks & Spencer plc	Premier licences Champion for bread.
Bilfinger	HG PLC interface at Hovis support
Crown Computing	DC Connect (Script interface for Rank Hovis System 21)
Data technology	EDI AS2 application - Biz Mgr Production and DR license fee
Data technology	EDI trusted link and AS2 Silver support contract for RHM
GXS	EDI Trusted Link RHM s/w maint
Intellident Ltd	Hovis TEC printers - M&S Delta S/W maint
Intellident Ltd	RFID h/w maintenance for Hovis NI
Portech	Norand handheld computing at Hovis NI
Silvon	Silvon Datatracker (Data Warehouse sys used at Hovis Mills)
Virgin	PSTN rental and calls Southampton Mill

Supplier	Service/Product
A1 Cake Mixes Ltd	Bakery Ing-Pre Mixes
H O Short & Son Ltd	Bakery Ing-Pre Mixes
Andrews Flour	Bakery Ingredients

Supplier	Service/Product
G B Ingredients	Bakery Ingredients
C S M (Uk) Ltd	Bakery Ingredients
D C L Yeast Ltd	Bakery Ingredients
L F I (Uk) Ltd	Bakery Ingredients
Maun Products Ltd	Bakery Ingredients
G B Plange	Bakery Ingredients
British Bakels Ltd	Bakery Ingredients
Puratos Ltd	Bakery Ingredients
Millbo Spa	Bakery Ingredients
Bionaturals International Llc	Bakery Ingredients
Novozymes France Sa	Bakery Ingredients
Jelu-Werk	Bakery Ingredients
Carrs Flour Scotland	Cereals
A D M Schokinag (Uk) Ltd	Chocolate And Cocoa
Sunnise Daines	Dairy
Staple Dairy Products Ltd	Dairy
Freeworld Trading Ltd	Dried Fruit
Ready Egg Products Ltd	Egg
Zeelandia Ltd	Fats And Oils
Cardowan Creameries Ltd	Fats And Oils
Omya Uk Ltd	Food Grade Chemicals
Andrews Ingredients Ltd	Food Grade Chemicals
Tate & Lyle Slovakia (2570 . Invs)	Starches
Roquette (Uk) Ltd	Gluten
Syral Belgium Nv (6129 Invs)	Gluten
James Flemung & Co Ltd	Sugar & Confectionar

Supplier	Service/Product
Renshaw Napier Ltd	Sugar & Confectionar
James A Finlay Ltd	Sugar & Confectionar
Belgosuc Nv	Sugar & Confectionar
Pfeifer & Langen Gmbh & Co Kg	Sugar & Confectionar
Blue Diamond (Cp) Ltd	Vegetables - Dehyd
Gleadell Agriculture Ltd	Red Wheat
Frontier Agriculture Ltd	Wheat
Openfield Agriculture Ltd	Wheat
Glencore Grain UK Ltd	Wheat
Bartholomews Agri Foods Ltd	Wheat
Openfield Marketing Ltd	Wheat
Saxon Agriculture Ltd	Wheat
John Foad & Co	Wheat
Silos De Bonnières-S-Seine Sa	Wheat
A T R	Wheat
Wessex Grain Ltd	Wheat
Heart Of England Grain Co Ltd	Wheat
Yorkshire Grain Ltd	Wheat
Grainlink Ltd	Wheat
Wellgrain Ltd	Wheat
Grand Moulins De Paris (Gmp)	Wheat
Bryan W Nash & Sons Ltd	Wheat
Fengrain (Services) Ltd	Wheat
Nidera Uk Ltd	Wheat
Viela Export Gmbh	Wheat
G Williams & Co (Grain) Ltd	Wheat

Supplier	Service/Product
Dalmark Grain Ltd	Wheat
Argrain Ltd	Wheat
Delifrance (Uk) Ltd	Wheat
North Herts Farmers Grain Ltd	Wheat
Criddle & Co Ltd	Wheat
Baro Lagerhaus Gmbh & Co Kg	Wheat
Grainco Ltd	Wheat
Robin Appel Ltd	Wheat
Whitworth Brothers Ltd	Wheat
Oat Services	Wheat
Roland Mills	Wheat
Helmelter Muhle Dr Cordesmeier	Wheat
Edward Swale Ltd	Wheat
Premium Crops Ltd	Wheat
Arable Trading Ltd	Wheat
Canmar Grain Products Ltd	Wheat
Western Arable Services Ltd	Wheat
C H S Inc	Wheat
Mills United Gmbh	Wheat
Adm Benson Quinn	Wheat
Amcor Flexibles Uk Ltd	Flexible Plastics
Interflex Scotland Ltd	Flexible Plastics
Supertape B V	Flexible Plastics
Eurofilms Extrusion Ltd	Flexible Plastics
Berus Packaging Uk Ltd	Flexible Plastics
D A Pak Ltd	Flexible Plastics

Supplier	Service/Product
Petzold & Company	Flexible Plastics
East Riding Sacks Ltd	Paper Products
Diamondpak	Paper Products
Simpac	Paper Products
Delta Form	Rigid Plastics
Food Packaging Ltd – Part Of Dornic Fpd	Paper Products
Rix Petroleum Ltd	Diesel, Elec And Natural Gas
Highland Fuels Ltd	Diesel, Elec And Natural Gas
Maxol Chargecard Services	Diesel, Elec And Natural Gas
Airticity Gas Supply (Ni) Ltd Phoenix	Diesel, Elec And Natural Gas
Electric Ireland Electricity Southern B	Diesel, Elec And Natural Gas
Facilicom Cleaning Services	Fm - Factory Cleaning
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Berendsen Uk Limited	Fm - Laundry
Peme Process Control	Mechanical Engineering
Millcraft Engineering Ltd	Mechanical Engineering
Browning Engineering Solutions Ltd	Mechanical Engineering

Supplier	Service/Product
Southern Electric Contracting Ltd	Mechanical Engineering
Clean Bake Ltd	Mro - Services
Yaffle Engineering Ltd	Mro - Services
Prestige Industrial Ltd	Process Plant
Satake Europe Ltd	Process Plant
Spooner Vicars Bakery Systems Inc	Process Plant
Bakers Basco Ltd	Returnables
All Pallets Ltd	Returnables
Schoeller Allibert Ltd	Returnables
Ravensbourn Container Systems Ltd	Returnables
Initial Catering Services Ltd	Fm - Catering
Initial Catering Services Ltd	Fm - Catering
Initial Catering Services Ltd	Fm - Catering
Initial Catering Services Ltd	Fm - Catering
Initial Catering Services Ltd	Fm - Catering
D H L Supply Chain Ltd	Transport
D H L Supply Chain Ltd	Transport
D H L Supply Chain Ltd	Transport
Kuehne & Nagel	Transport
Swansea Bakeries Ltd	Transport
Mccolgan Transport	Transport
Montgomery Tankservices Ltd	Transport
Haulage Services Ltd	Transport
F R Somerset Ltd	Transport
Scotbake Ltd	Transport
Scotbake Ltd	Transport

Supplier	Service/Product
Barron Wood Distribution Ltd	Transport
D S V Road Ltd	Transport
S Kench Transport Ltd	Transport
Solstor Uk Ltd	Transport
Olivers Transport	Transport
D S V Road Ltd (Belfast)	Transport
Jim Brackenridge (Transport) Ltd	Transport
John T Evans Haulage Ltd	Transport
Ferryspeed Ci Ltd	Transport
J Bradshaw & Sons Ltd	Transport
Tom Creedon Ltd	Transport
Charles M Black Distribution	Transport
D S V Solutions Ltd	Transport
Eddie King Transport Ltd	Transport
Ryder Ltd	Vehicles
Cartwright Rentals Ltd	Vehicles
Charthure Ltd	Vehicles
D A F Trucks Ltd	Vehicles
Norbert Dentressangle Logistics Uk	Vehicles
R V K Car Accident Repair Centre	Vehicles
A T S Euromaster Ltd	Vehicles
Ross Gordon Engineering	Vehicles
Greenhous Commercials Ltd	Vehicles
Tennants Distribution Ltd	Vehicles
Ceva Logistics Ltd	Warehousing
Severn Trent Water Ltd	Water

Supplier	Service/Product
United Utilities Water Plc	Water
Yorkshire Water	Water
Bristol Wessex Billing Services Ltd	Water
Scottish Water	Water
Sitel Uk Ltd	Business Outsource
Jacksons Commercial & Private Law	Consultancy Services
Thames Water Utilities Ltd	Corp Property
Nicholas & Harris	Distributors & Customers
Brioche Pasquier Uk Ltd	Distributors & Customers
Pcdata Bv	Isc Infrastructure
Staff Line Recruitment	Temporary Labour
De Poel Managed Services	Temporary Labour
P&S Engineering Services Ltd	Temporary Labour & O1 Engineering (30/60 Split)
Thorn Baker Ltd	Temporary Labour
Easyrecruituk Ltd	Temporary Labour
Jordhan Industries Ltd	Temporary Labour
Pertemps Ltd	Temporary Labour
Isotrak	Logistic Tracking / Forward Facing Cameras

PFGL Group contracts to be excluded

Any 'carved out part' of any of the following group contracts, agreements, arrangements and commitments listed below that relates exclusively to the LG Business (the **Group Contracts**):

Licensor/Licencee	Service/Product
Hornby Hobbies Limited	Premier licences the Hovis brand for use on an articulated box trailer truck

ANS	ANS Local Area Network Support
AppsBroker	Google Mail
AppsBroker	Google support contract
BLOXX	Internet access monitoring application
BT	Voice comms rental and call charges including Customer Care lines
Capgemini	Capgemini Outsourcing costs includes FM and AM support charges
Capgemini	Citrix license s/w maint
CSI	Telnet 150 server licence s/w maint - SAPConsole
Danwood	Office Print Management Service
Danwood	Office printing "Push pull" s/w maint
Domaincheck	Domain name admin charges - Premier Foods
EE/Orange	Rental & Call Charges & ADSL
Orb	Tivoli Workload Scheduler support contract
EPI-USE Systems Limited	SAP HR tool
Escalus Software systems Ltd	Group Deal for Expensys based on incremental usage cost
Experian	BankWizard annual licence
Experian	BACS Gateway annual licence
GSS	Comtrac technical audit tool
GXS	GXS EDI Tradanet and TGMS Monthly usage fee based on volumes
Hamilton Grant	Product specification TDMS support and maint
Highgrove	I Series Fax Bossanova s/w maint
HP	HPOutput Server software maint and support
IBM	Annual Peppercorn 2nd rental on Iseries kit

	GB11030029 and 3 other contracts
IBM	IBM series terminal server
IdHammer	OEE and MMS application
Imscan	Finance image scanning application
Infor Global Solutions	One point support group agreement - System 21, Prism, AP/AS and Masterpiece
Infor Global Solutions	Infor support agreement re bespoke modifications
Infosys	Integra - Lotus Notes reporting app s/w maint
Innovations	Audio visual and presentation equipment maint
Kaba	Time & Attendance
Kelway	Tape library and storage (non- datacentre) h/w maint
Kelway	Non data centre servers h/w maint
Kelway	Specialist Printers
Kelway	Barracuda SPAM filter tool
Kelway	Netflow Analyser Professional
Kelway	Solarwinds Orion Network Perfmonitoring tool
Kelway	Vmware Software Maint
Kelway	VEEAM back up and replication app
Kelway	Redcarpet Securitisation s/w maint
Kelway	Symantec Anti Virus s & backup
Kelway	Waterford file archive app
Kelway	Manage Engine - Password Mgrs/w maint
Kelway	Field Services Contract
Kelway	Avecto privilege guard desktop apps/w maint
Kelway	Login VSI s/w maint

Kelway	Netconsent - I Agree policy mgt/deployment application
Logicalis	IBM HW maint Agreement 8028
Logicalis	IBM iCluster tool
Logicalis	Centiq BWA enhanced support
Maintel	PABX telephone switch h/w maintenance
Maintel	ADSL Rental/charges
Meetingzone	Voice Conference facilities
Monochrome	Web hosting ISP service
Nakisa	SAP org planning app
Net Ctrl	Swivel Pin safe remote access Silver support
NetNames	Domain name admin charges - RHM
Netnames	SSL certificate renewals and purchases
Ontuk Ltd	Document scanning solution - h/w & s/w maint
Opentext	L Notes Archive & Content Mgmt s/maint
Oracle	UKP SAP on line training tool
Oracle	2 Oracle server licences
Oracle	D2B universal power unit licence
Oracle	Oracle server Licence
Point to Point	Citrix Support Contract
Proximity Resources	Spoolexplorer iseries tool
Reliance/Vanco	Wide Area Network - run rate charges
Ripe NCC	Rental of Internet Addresses
Sage	Treasury accounting s/w
SAP	SAP Enterprise Support contract
Scalable	Wininstall deployment app
SCS	SCS sunrise access to historical payroll for

	RHM
Symphony EYC (Aldata)	Category Mgmt Annual software maintenance and DB Hosting contract
Team Studio	Teamstudio Analyzer app x 5 licenses
TextAnywhere	ISC Texting Facility - Pay as you go
WIPRO	SAP Support contract, includes IT Access and Master Data support
X-on	IP Soutlion for the ISC Service desk calls Rental & Support
Zetes	Zetes Care - h/w and s/w support contract for RDTs and scanners
Zetes	Avalanche remote deployment
Cereform Ltd	Bakery Ingredients
Arla Foods	Dairy
Adams Food Ingredients Ltd	Dairy
Dairygold Food Ing (Uk) Ltd	Dairy
Meadow Foods Ltd	Dairy
Community Foods Ltd	Dried Fruit
Chelmer Foods Ltd	Dried Fruit
B V Nive	Egg
Aarhuskarlshamn Uk Ltd	Fats And Oils
K T C Edibles Ltd	Fats And Oils
Kerfoot Group Ltd	Fats And Oils
I F F	Flavours / Enhancers
Kudos Blends Ltd	Food Grade Chemicals
Univar Ltd T/A Univar Food Ingredie	Food Grade Chemicals
Orchard House Foods Ltd	Fruit
British Salt Ltd	Herbs And Seasoning
Kerry Ingredients & Flavours (Uk) L	Herbs And Seasoning

Pasta Foods Ltd	Pasta
Cargill Plc (380 Invs)	Starches
British Sugar Plc	Sugar & Confectionary
Tate & Lyle Sugars	Sugar & Confectionary
National Flexible Ltd	Flexible Plastics
Alexir Packaging Ltd	Flexible Plastics
Skanex Uk Ltd	Flexible Plastics
D S Smith Packaging (Fordham)	Flexible Plastics
Rentokil Initial Uk Ltd(Hygn&Pest)	Fm - Pest Control
Nationwide Silo Access Services Ltd	Fm - Silo Cleaning
Holchem Laboratories Ltd	Fm - Chemucias
Linde Material Handling (Uk) Ltd	Mechanical Handling Equipment
Jungheinrich (Finance) (9 Invs)	Mechanical Handling Equipment
I E S A Ltd	Mro Parts
Chep U K Ltd	Returnables
Marral Chemicals Ltd	Services - Water Treatment
Biffa Waste Services Ltd	Waste Management
Sugarch	Waste Management
Environmental Scientifics Grp Ltd	Business Outsource
J Walter Thompson Group Ltd	Mkg Atl Advertising
Symphony Iri Group Ltd	Corp Mkg Res Insight
T N S Uk Ltd - England Only	Corp Mkg Res Insight
Dunnhumby Associates Ltd	Corp Mkg Res Insight
Insight 2 Communication Llp	Corp Mkg Res Insight

6. LG BUSINESS PETTY CASH

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded petty cash

All cash in hand kept at any freehold, heritable, leasehold or other immovable property in any part of the world which is used exclusively in the LG Business up to a maximum aggregate amount of £10,000.

7. LG BUSINESS LICENCES

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded licences

The benefit (subject to the burden) of licences, permits, consents, certifications, notifications, registrations or other authorisations granted to, received or acquired by any member of the PFGL Group relating exclusively to

- (a) any of the assets used exclusively in the LG Business as detailed in this Schedule to be excluded from the Project Rita security package and all Intellectual Property in the Proprietary Brands (see Section 2 above); or
- (b) the carrying on of the LG Business

8. RECEIVABLES

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded Morrisons receivables

The receivable owed by WM Morrison Supermarkets plc (company number 00358949) (or members of its group) to PFGL in connection with the supply of certain goods by PFGL to WM Morrison Supermarkets plc (or members of its group) in respect of the LG Business prior to 27 January 2014.

Excluded prepayments

All cash prepayments made and advances given prior to the completion of Project Liquid Gold, by PFGL or members of the PFGL Group to suppliers or service providers in respect of goods or services to be provided to or, in respect of, the LG Business on or after the date all the conditions are satisfied under the Project Liquid Gold documents. All advance payments of insurance premiums or rent are also included.

9. LG BUSINESS INFORMATION TECHNOLOGY

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded information technology

All computer hardware, software and networks owned by PFGL and/or any other member of the PFGL Group which

- (a) is located and used exclusively at the LG Business Properties (see below at Section 11); and/or
- (b) is used exclusively by individuals employed exclusively in the LG Business or individuals listed in the agreed form employee list.

10. BAKERS BASCO SHARES

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded shares

100 ordinary shares of £1 each in the capital of Bakers Basco Limited, a company registered in England with company number 5713959 and with registered office at 6 Catherine Street, London, WC2B 5JW.

11. LG BUSINESS RECORDS AND INFORMATION

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded business information

All rights, title and interests of PFGL in information (in whatever form held, whether confidential or otherwise) owned by PFGL and/or any other member of the PFGL Group which is used exclusively in the LG Business, including all

- (a) formulae, designs, processes, operations, specifications, drawings, know-how, trade-secrets, manuals and instructions,
- (b) research methodologies, customer and supplier lists, sales, marketing and promotional information;
- (c) recipes and product specifications;
- (d) business plans and forecasts, and
- (e) technical or other expertise,

together, the **Business Information**

Excluded business records

All rights, title and interests of PFGL in books, records, documents and information, or parts thereof, (in whatever form held) exclusively:

- (a) containing or relating to Business Information, or
- (b) recording Business Information,

together, the **Business Records**.

Excluded claims

The right to claim for misappropriation or misuse of all Business Information and Business Records

12. LG BANK ACCOUNTS

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Excluded bank accounts

Any bank account used exclusively in the LG Business.

13. LG BUSINESS PROPERTIES TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

A. Freehold properties with registered titles

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE			
Registered proprietor (owner)	Title Number	Nature of title	Short description
Premier Foods Group Limited	WYK85338 WYK179845 WYK291294	Freehold	Hovis Bakery at Gain Lane, Bradford, BD3 7DX
Premier Foods Group Limited	SGL54658 SGL547015	Freehold	The Bakery, Belmont Road, Erith DA8 1JZ
Premier Foods Group Limited	EGL77150	Freehold	The Bakery, 16 Chaucer Road, London, E9 7NA
Premier Foods Group Limited	LL192156	Freehold	Paddock Maltings, Bridge Street, Gainsborough, DN21 1LN
Premier Foods Group Limited	GLA72018	Ownership	Duke Street/Aitken Street/Paton Street, Glasgow, Lanarkshire G31 1LL
Premier Foods Group Limited	GM856798 GM328474 GM576514	Freehold	Rank Hovis, Elevator Road, Trafford Park, Manchester M17 1FT
Premier Foods Group Limited	TGL106782	Freehold	Unit 47-48, Grace Business Centre, 23 Willow Lane, Mitcham CR4 4TU
Premier Foods	NT121976	Freehold	The Bakery, Main Road,

Group Limited			Watnall, Nottingham NG16 1HB
Premier Foods Group Limited	NYK243426	Freehold	Imperial Flour Mills, Barlby Road, Selby YO8 5AE
Premier Foods Group Limited	NN133667 NN208193	Freehold	Land and buildings known as Unit 5, Bevan Close, Finedon Road Industrial Estate, Wellingborough NN8 4BL
Premier Foods Group Limited	GM480542	Freehold	The Bakery, Cale Lane, Aspull, Wigan WN2 1HD

B. Freehold properties with unregistered titles

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE			
Estate owner	Date of conveyance to estate owner	Parties	Short description
British Bakeries Limited	21/02/1990	Milanda Bakeries (Derry) Limited (1) and British Bakeries Limited (2)	5 Killybrack Road, Omagh, County Tyrone BT79 7DG

C. Leasehold properties with registered titles

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE			
Registered proprietor (owner)	Title number	Parties	Short description
British Bakeries Limited	BL26697 BL39317 AV251794 AV253442	The Lord Mayor Aldermen and Burgesses of the City of Bristol (1) and The Distillers Company (Distribution) Limited (2) The Lord Mayor, Aldermen and Burgesses of the City of Bristol (1) and Associated Family Bakers	Bakery and Warehouse, Second Way, Avonmouth, Bristol

		(South West) Limited (2) The City Council of Bristol (1) and Associated Family Bakers (South West) Limited (2) The City Council of Bristol (1) and Associated Family Bakers (South West) Limited (2)	
British Bakeries Limited	Folio AN16160L	The Department of Economic Development (1) and Inglis and Company Limited (2)	6 Apollo Road, Adelaide Industrial Estate, Belfast
Premier Foods Group Limited	WYK85337	The Mayor and Aldermen and Burgesses of the Borough of Pudsey in the County of York (1) and E R Halford Limited (2)	Hovis Bakery, Gain Lane, Bradford, BD3 7DX
Premier Foods Group Limited	TGL377567	Standard Life Assurance Company (1) and Rank Hovis Limited (2)	Unit 1, Thames Gateway Park, Chequers Lane, Dagenham, Essex RM9 6QT
Premier Foods Group Limited	BM32287 BM257278 BM230826	The Mayor Aldermen and Burgesses of the Borough of Wycombe (1) and Rank Hovis McDougall (Research) Limited (2) Wycombe District Council (1) and RHM Research and Engineering Limited (2)	The Lord Rank Centre, Lincoln Road, High Wycombe HP12 3QR North East side of Coronation Road, High Wycombe Lincoln Road, Cressex Industrial Estate, High Wycombe, Buckinghamshire HP12 3QS

		Vectaire Limited (1) and RHM Technology Limited (2)	
Premier Foods Group Limited	MID56771	Legal and General Property Partners (Industrial Fund) Limited as general partner of Industrial Property Investment Fund (1) and Rank Hovis Limited (2)	Unit 2, Edinburgh Distribution Park, Newbridge, EH28 8PJ
Premier Foods Group Limited	LAN165333	The Members of the 2001/2002 Eurocentral No 4 Syndicate (1) and British Bakeries Limited (2)	Brittain Way, Holytown, Motherwell, ML1 4XJ
Premier Foods Group Limited	LL241688	J Bradshaw & Sons Limited (1) and Rank Hovis Limited (2)	The Warehouse, Bridge Street, Gainsborough
Premier Foods Group Limited	LT387851 LT392640	Westmoreland Investments Limited (1) and British Bakeries Limited (2) Leicester City Council (1) and RHM Group Limited (2)	Unit 1, 480 Thurmaston Boulevard, Troon Way, Leicester, Leicestershire LE4 8BT Troon Way, Leicester
Premier Foods Group Limited	TGL108670	Siemens Benefits Scheme Limited (1), Sebon Limited (2) and Rank Hovis McDougall Limited (3)	15 Ellis Road, Mitcham, Surrey CR4 4HX
Premier Foods Group Limited	NYK300463	Graffan Properties Limited (1) and Rank Hovis Limited (2)	Imperial Flour Mills, Barby Road, Selby YO8 5AE
Premier Foods Group Limited	HP734120 HP734124	1(A), 1(B), 1(C), 1(D) The Southern Railway	Rank Hovis, Solent Road, Southampton SO15 1BS

	HP359039 HP578790 HP578799 HP578796 HP578793 HP752039	Company (1) and Joseph Rank Limited (2) 1(E), 1(F): The British Transport Commission (1) and Joseph Rank Limited (2) 2 The British Transport Docks Board (1) Joseph Rank Limited (2) 1(G), 1(H), 3, 4, 5, 6, 7: Associated British Ports Limited (1) and Rank Hovis Limited (2) 8. Associated British Ports Limited (1) and Premier Foods Group Limited (2)	
Premier Foods Group Limited	Note: Premier is seeking to lease a property called 'Chandlers Ford' If the lease is entered into prior to completion, the tenant will be PFGL, and there is a mechanic in the ATA that means it will be a "Business Property" for the purposes of the ATA, and will be transferred to the JV at completion The actual lease is not in agreed form yet It is a 10 year lease, so it will be registrable on completion It will only be used for storage and the rent will be £290,000 per annum (plus VAT)		

D. Leasehold properties with unregistered title

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE			
Present lessee (owner)	Date of lease	Parties	Short description
Premier Foods Group Limited	02/09/2009	Westrucks Limited (1) and Premier Foods Group Limited (2)	Unit A Scania, Way, Avonmouth, Bristol
Inglis and Company Limited	01/07/1968	George Scarlett and others (1) and Patterson Limited (2)	Small sliver of land near or around the northern boundary of the property known as and situate at 6

			Apollo Road, Belfast
British Bakeries Limited	01/06/1951 09/08/1968	1. JW Stewart (1) SJ Walker (2) 2. Electricity board Northern Ireland (1) Inglis & Company Limited (2)	171 Bushmills Road, Coleraine, County Londonderry, BT52 2BX
Premier Foods Group Limited	12/12/2013	Taylor Wimpey UK Limited (1) and Premier Foods Group Limited (2)	Toynbee Road, Eastleigh, Hampshire SO50 9YU
British Bakeries Limited	24/04/2004	Martin Flanagan, Keiran Flanagan & The Standard Life Trustee Company (1) and British Bakeries Limited (2)	Unit 2, Altnagelvin Industrial Estate, Londonderry, BT47 2ED
Premier Foods Group Limited	05/06/1990	The Queen's Most Excellent Majesty (1), The Crown Estate Commissioners (2) and Rank Hovis Limited (3)	Jetty at Imperial Flour Mills, Barlby Road, Selby YO8 5AE
Premier Foods Group Limited	24/01/2014	Associated British Ports Limited (1) and Premier Foods Group Limited (2)	SC 8 & 9 Warehouse, Western Docks, Southampton

E. Licences

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE			
Present licensee	Date of licence	Parties	Short description
Premier Foods Group Limited (1)	17/11/2013	United Business Centres (Midlands) Limited (1) and Premier Foods Group Limited (2)	Office 107B, United Business Centres, Concorde House, Trinity Park, Solihull, Birmingham, B37 7UQ
Premier Foods Group Limited	Unknown – believed to be 01/11/2012	Craigmore Way Business Park (1) and Premier Foods Groups Limited (2)	Unit 2, Craigmore Way Business Park, Craigmore Road, Newry, BT 35 6PL

Premier Foods Group Limited	13/10/2010	Dungannon Enterprise Centre (1) and Premier Foods Group Limited (2)	Unit 19, Dungannon Enterprise Centre, 2 Coalisland Road, Co Tyrone, BT71 6JT
Premier Foods Group Limited	01/04/2012	Fermanagh Enterprises Limited (1) and Premier Foods Group Limited (2)	Unit 48A, Enniskillen Business Centre, Lackaghboy Industrial Estate, Tempo Road, Enniskillen, Co Fermanagh, BT74 4RL
Premier Foods Group Limited	01/04/2011	Ballee & Harryville Community Enterprise (1) and Premier Foods Group Limited (2)	Unit 9, Ballee & Harryville Community Centre, Ballymena, County Antrim

14. ALL OTHER LG BUSINESS ASSETS

TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

All other property, rights and assets (if any) owned by the PFGL Group and used, enjoyed or exercised exclusively in the LG Business as at the date all the conditions under the Liquid Gold documents are satisfied.

Excluded Tax Assets

- (a) the amount in respect of losses which are attributable to the LG Business, and which was transferred to the joint venture entity by operation of Chapter 1 of Part 22 of the Corporation Tax Act 2010, being £35,700, 000, and
- (b) the amount in respect of capital allowances which are attributable to the LG Business and which were transferred to the joint venture entity by operation of Chapter 1, Para 22 of the Corporation Tax Act 2010, being £40,000,000.

PART 2

EXCLUDED PROJECT ROSE ASSETS

1. REAL PROPERTY TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

Facility	Address	Registered Proprietor	Title Number	Land Registry Description
Knighton	Knighton, Adbaston, Staffs, ST20 0QJ	Premier Brands Limited	SF421217	Land and buildings on the east side of Newport Road, Knighton, Adbaston

2. PLANT AND MACHINERY TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

All the plant, machinery and other equipment including furniture, vehicles, spares, loose tools, fittings, partitioning and other items located at the Knighton facility detailed above

3. INTELLECTUAL PROPERTY TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

All Intellectual Property Rights that relate solely or predominantly to the sale or manufacture of products under the brand "Brown and Polson"

4. CONTRACTS TO BE EXCLUDED FROM THE PROJECT RITA SECURITY PACKAGE

The benefit (subject to the burden) of all the contracts (including all agreements, arrangements and commitments) relating exclusively or predominantly to the business carried out by the Group at the Knighton facility detailed above.

SIGNATORIES

The CHARGORS

EXECUTED AS A DEED by PREMIER FOODS GROUP LIMITED

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)

Director/Attorney

Witness's signature:

Name (print):

SMRITI SRIRAM

Occupation:

...TRAINEE SOLICITOR

Address:

...ONE BUNHILL ROW
EC1Y 8YV

EXECUTED AS A DEED by CH OLD CO LIMITED (FORMERLY CHIVERS HARTLEY LIMITED)

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)

Director/Attorney

Witness's signature:

Name (print):

...SMRITI SRIRAM

Occupation:

...TRAINEE SOLICITOR

Address:

...ONE BUNHILL ROW
TRAINEE SOLICITOR

EXECUTED AS A DEED by H.L. FOODS LIMITED

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)

Director/Attorney

Witness's signature

Name (print):

...SMRITI SRIRAM

Occupation

.. TRAINEE SOLICITOR

Address:

...ONE BUNHILL ROW
EC1Y 8YV

**EXECUTED AS A DEED by
HILLSDOWN AMBIENT FOODS GROUP LIMITED**

acting by a director/duly authorised
attorney in the presence of:

)
)
Director/Attorney

Witness's signature:

.....

Name (print)

.. SMRITI SRIRAM ..

Occupation:

.. TRAINEE SOLICITOR ..

Address:

.. ONE BUNHILL ROW ..
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER AMBIENT PRODUCTS (UK) LIMITED**

acting by a director/duly authorised
attorney in the presence of:

)
)
Director/Attorney

Witness's signature:

.....

Name (print):

.. SMRITI SRIRAM.....

Occupation:

.. TRAINEE SOLICITOR ..

Address.

.. ONE BUNHILL ROW
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER FINANCING LIMITED**

acting by a director/duly authorised
attorney in the presence of:

)
)
Director/Attorney

Witness's signature.

.....

Name (print)

.. SMRITI SRIRAM ..

Occupation:

.. TRAINEE SOLICITOR ..

Address:

.. ONE BUNHILL ROW.....
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER INTERNATIONAL FOODS UK LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)

Director/Attorney

Witness's signature

Name (print):

Occupation:

Address:

... SMRITI... SRIRAM

... TRAINEE ... SOLICITOR

ONE BUNHILL ROW ...
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER FOODS INVESTMENTS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)

Director/Attorney

Witness's signature

Name (print):

Occupation

Address:

... SMRITI ... SRIRAM

... TRAINEE ... SOLICITOR

ONE BUNHILL ROW ...
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER BRANDS FOODS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)

Director/Attorney

Witness's signature

Name (print):

Occupation:

Address:

... SMRITI ... SRIRAM

... TRAINEE ... SOLICITOR

... ONE BUNHILL ... ROW ...
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER FOODS FINANCE PLC**

acting by a ~~director/duly authorised~~ ^{duly authorised attorney}) N/A
attorney in the presence of:)

Director/Attorney Attorney

Witness's signature

Name (print):

Occupation:

Address

LISA KEELING ...

CO SEC ASSISTANT

PREMIER HOUSE, CENTRUM BUSINESS
PARK, GRIFFITHS WAY, ST ALBANS
AL1 2RE

**EXECUTED AS A DEED by
PREMIER FOODS (HOLDINGS) LIMITED**

acting by a ~~director/duly authorised~~)
attorney in the presence of:)

Director/Attorney

Witness's signature:

Name (print):

Occupation:

Address

LISA KEELING ..

CO SEC ASSISTANT

PREMIER HOUSE, CENTRUM BUSINESS
PARK, GRIFFITHS WAY, ST ALBANS
AL1 2RE

**EXECUTED AS A DEED by
PREMIER FOODS INVESTMENTS NO.1 LIMITED**

acting by a ~~director/duly authorised~~)
attorney in the presence of:)

Director/Attorney

Witness's signature:

Name (print):

Occupation:

Address

LISA KEELING ..

CO SEC ASSISTANT

PREMIER HOUSE, CENTRUM BUSINESS
PARK, GRIFFITHS WAY, ST ALBANS
AL1 2RE

**EXECUTED AS A DEED by
HILLSDOWN INTERNATIONAL LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

.....
Director/Attorney

Witness's signature

Name (print):

Occupation

Address:

.....
SURITI SRIRAM.....

... TRAINEE ... SOLICITOR

... ONE BUNHILL ROW ...
EUY84Y

**EXECUTED AS A DEED by
HILLSDOWN INVESTMENTS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

.....
Director/Attorney

Witness's signature:

Name (print)

Occupation:

Address:

.....
...SURITI SRIRAM...

.. TRAINEE ... SOLICITOR ..

ONE BUNHILL ROW ...
EUY84Y

**EXECUTED AS A DEED by
MF OLD CO LIMITED (FORMERLY MARLOW FOODS (HOLDINGS) LIMITED)**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

.....
Director/Attorney

Witness's signature

Name (print).

Occupation.

Address:

.....
SURITI SRIRAM.....

.. TRAINEE ... SOLICITOR ..

ONE BUNHILL ROW ...
EUY84Y

**EXECUTED AS A DEED by
PREMIER GROCERY PRODUCTS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

) 
) 
Director/Attorney

Witness's signature:



Name (print):

.. SURITI .. SRIRAM ..

Occupation:

.. TRAINEE .. SOLICITOR ..

Address:

... ONE BUNHILL ROW ..
EC1Y 8Y4

**EXECUTED AS A DEED by
RHM LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

) 
) 
Director/Attorney

Witness's signature:



Name (print):

.. SURITI .. SRIRAM ..

Occupation:

.. TRAINEE .. SOLICITOR ..

Address:

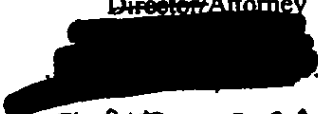
.. ONE BUNHILL ROW ..
EC1Y 8Y4

**EXECUTED AS A DEED by
RHM GROUP TWO LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

) 
) 
Director/Attorney

Witness's signature:



Name (print):

.. SURITI .. SRIRAM ..

Occupation

.. TRAINEE .. SOLICITOR ..

Address:

ONE BUNHILL ROW ..
EC1Y 8Y4

**EXECUTED AS A DEED by
RHM GROUP THREE LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

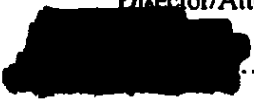

Director/Attorney

Witness's signature:

Name (print)

Occupation:

Address.


.. SMRITI SRIRAM ..

.. TRAINEE SOLICITOR ..

.. ONE BUNHILL ROW ..
.. ECUY 8YY ..

**EXECUTED AS A DEED by
RHM FOOD SOLUTIONS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

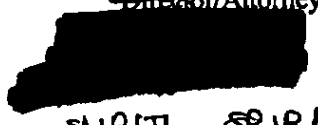

Director/Attorney

Witness's signature:

Name (print):

Occupation

Address.


.. SMRITI .. SRIRAM ..

.. TRAINEE SOLICITOR ..

.. ONE BUNHILL ROW ..
.. ECUY 8YY ..

**EXECUTED AS A DEED by
RHM GROUP HOLDING LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

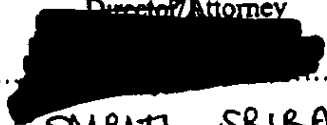

Director/Attorney

Witness's signature:

Name (print):

Occupation:

Address:


.. SMRITI SRIRAM ..

.. TRAINEE SOLICITOR ..

.. ONE BUNHILL ROW ..
.. ECUY 8YY ..

**EXECUTED AS A DEED by
PREMIER FOODS GROUP SERVICES LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of.

)
)

...  ...
Director/Attorney

Witness's signature:



Name (print)

.. SURITI.. SRIRAM ..

Occupation:

TRAINEE SOLICITOR

Address:

ONE BONHILL ROW.....
EC1Y 8Y4

**EXECUTED AS A DEED by
LONDON SUPERSTORES LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

...  ...
Director/Attorney

Witness's signature:



Name (print)

SURITI.. SRIRAM ..

Occupation:

TRAINEE SOLICITOR

Address:

ONE BONHILL ROW
EC1Y 8Y4

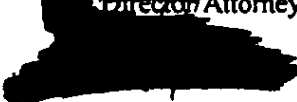
**EXECUTED AS A DEED by
RHM OVERSEAS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)

...  ...
Director/Attorney

Witness's signature



Name (print)

..SURITI SRIRAM..

Occupation:

TRAINEE SOLICITOR

Address:

ONE BONHILL ROW.....
EC1Y 8Y4

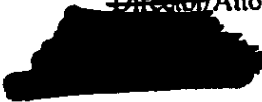
**EXECUTED AS A DEED by
RHM FOODBRANDS+ LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)
)


Director/Attorney

Witness's signature:



Name (print):

...SMRITI SRIRAM

Occupation:

...TRAINEE SOLICITOR

Address:

ONE BONHILL ROW
EC1Y 8YY

**EXECUTED AS A DEED by
MANOR BAKERIES LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)


Director/Attorney

Witness's signature:



Name (print):

...SMRITI SRIRAM

Occupation

...TRAINEE SOLICITOR

Address

ONE BONHILL ROW
EC1Y 8YY

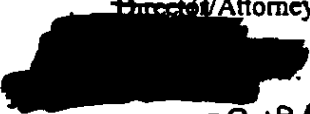
**EXECUTED AS A DEED by
CENTURA FOODS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of:

)
)


Director/Attorney

Witness's signature:



Name (print):

...SMRITI SRIRAM

Occupation

...TRAINEE SOLICITOR

Address:

ONE BONHILL ROW
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER FOODS PLC**

acting by a ~~director~~/duly authorised
attorney in the presence of

)

)

~~Director~~/Attorney

Witness's signature:

Name (print):

Occupation:

Address:

SURITI SRIRAM

TRAINEE SOLICITOR

ONE BUNHILL ROW
EC1Y 8YY

**EXECUTED AS A DEED by
PREMIER BRANDS LIMITED**

acting by a ~~director~~/duly authorised
attorney in the presence of

)

)

~~Director~~/Attorney

Witness's signature

Name (print)

Occupation:

Address:

SURITI SRIRAM

TRAINEE SOLICITOR

ONE BUNHILL ROW
EC1Y 8YY

**SIGNED and DELIVERED as a DEED
by**

**as attorney for PREMIER GROCERY PRODUCTS
IRELAND LIMITED in the presence of:**

Signature of witness:

Name of witness: SURITI SRIRAM

Address of witness: ONE BUNHILL ROW
EC1Y 8YY

THE SECURITY AGENT

Signed for and on behalf of
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:

A large black rectangular redaction box covering the signature of the signatory.

Name: Thomas Melley