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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

636729-20

395

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

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

For official use

5

Company number

03944037

Name of company

Luxfer Group Limited (the **Company**)

Date of creation of the charge

23 March 2009

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

A trademark security agreement dated 23 March 2009 between (1) the Company and Magnesium Elektron Limited (each a **Pledgor** and together the **Pledgors**) and (2) Bank of America, N.A. as security trustee for the Finance Parties (the **Security Trustee**) (the **Trademark Security Agreement**) supplementing a debenture dated 27 April 2006 between amongst others (1) the Pledgors and (2) the Security Trustee (the **Debenture**).

Amount secured by the mortgage or charge

The liabilities of the Pledgors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Trademark Security Agreement, would result in a contravention by the Pledgors of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

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

Bank of America, N.A. of 5 Canada Square, London.

Postcode E14 5AQ

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS

SZZR/JMI/MXB/51076.00208

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



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LD2

03/04/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

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

Signed DENTON WILDE SAPTE LLP

Date APRIL 2 2009

On behalf of ~~{company}~~ [mortgagee/chargee][†]

Notes

[†] delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

M395 Continuation Sheet

Company number

03944037

Name of company

* insert full name
of company

Luxfer Group Limited (the **Company**)

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

1 Grant of Security

The Pledgor pledged and granted to the Security Trustee for the benefit of the Finance Parties a lien on and security interest in and to all of its right, title and interest in, to and under all:

- (a) trademarks for which registrations or applications for registration are listed in Schedule 1 of this Form 395 (collectively, the **Trademarks**); and
- (b) proceeds of any and all of the foregoing.

2 Existing Debenture

The security interest granted pursuant to the Trademark Security Agreement was granted in conjunction with the security interest granted to the Security Trustee pursuant to the Debenture and the Pledgor acknowledged and affirmed that the rights and remedies of the Security Trustee with respect to the security interest in the Trademarks made and granted hereby were more fully set forth in the Debenture, the terms and provisions of which were incorporated by reference in the Trademark Security Agreement as if fully set forth therein. In the event that any provision of the Trademark Security Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Security Trustee shall otherwise determine.

3 Definitions

In this Form 395:

Accession Agreement means an agreement substantially in the form set out in the Facility Agreement pursuant to which a Lender or an Affiliate of a Lender accedes to the Facility Agreement in its capacity as a Hedging Party as contemplated by the provisions of the Facility Agreement.

Additional Finance Documents means any document evidencing or recording any arrangements between any Finance Party and any Obligor in respect of the following transactions: (a) credit cards and cardless e-payables services, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) any cash management, treasury or related services (including the Automated Clearing House processing of electronic fund transfers through the direct Federal Reserve Fedline system, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services), (f) cash management, including controlled disbursement, accounts or services, or (g) any daylight overdraft or other daylight exposures.

Advance means the principal amount of each advance made or to be made under the Facility as from time to time reduced by repayment or payment under the Facility Agreement.

Affiliate means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person.

Agents means collectively the Facility Agent and the Security Trustee; and **Agent** shall be a reference to either of them as the context may require.

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Company number

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Name of company

* insert full name
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Luxfer Group Limited (the **Company**)

Amendment and Restatement Deed means the deed dated 5 March 2009 between, amongst others, the Chargors and the Security Trustee relating to a facility agreement dated 26 April 2006.

Borrower has the meaning given to it in the Facility Agreement.

Chargors has the meaning given to it in the Debenture.

Facility means the Facility to be made available by the Lenders pursuant to Clause 2.1 (*Grant of the Facility*) of the Facility Agreement.

Facility Agent means Bank of America, N.A.

Facility Agreement means the Sterling £45,000,000 facility agreement dated 26 April 2006 between, amongst others, the Chargors and the Security Trustee (as amended and restated pursuant to the Amendment and Restatement Deed).

Fee Letter means the letter from the Facility Agent to the Company dated on or about the date of the Amendment and Restatement Deed and accepted by the Company setting out details, among other things, of fees payable in connection with the Facility, as referred to in Clause 10 (*Commissions and Fees*) of the Facility Agreement.

Finance Documents means the Facility Agreement, the Subordination Deed, each Security Document, the Hedging Agreements (if any), each Accession Agreement, the Fee Letter, the Additional Finance Documents, the Amendment and Restatement Deed and any other document designated as a Finance Document by the Facility Agent and the Company.

Finance Parties means the Facility Agent, the Security Trustee, each Lender, each Issuer and each Hedging Party and any Affiliate of any of those parties which is the holder of any Obligations.

Group means PLC and its Subsidiaries from time to time; and **Group Company** and **member of the Group** shall mean any one of them.

Guarantor has the meaning given to it in the Facility Agreement.

Hedging Agreement means any agreement entered into by an Obligor with a Hedging Party for the purpose of hedging (i) interest rate or foreign exchange risk in relation to the Facility (ii) metal price and foreign exchange risk in relation to its ordinary trading activities and/or (iii) interest rate exposures linked to the interest payment obligations of PLC under the PLC Notes.

Hedging Party means the Original Hedging Party and any other Lender or any Affiliate of a Lender as the counterparty of any Obligor under a Hedging Agreement.

Issuer means:

(a) the Original Issuer; or

any Lender that hereafter becomes an Issuer with the approval of the Facility Agent and the Company by agreeing pursuant to an agreement with and in form and substance satisfactory to the Facility Agent and the Company to be bound by the terms of the Facility Agreement applicable to the Issuers.

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Name of company

* insert full name
of company

Luxfer Group Limited (the **Company**)

Lender means:

- (a) the Original Lender to the extent of its participation in the Facility; and
- (b) any Transferee to whom rights and/or obligations are or have been assigned or transferred in accordance with Clause 26.2 (*Assignments and Transfers by Lenders*) of the Facility Agreement,

until, in each case, its entire participation in the Facility has been assigned or transferred in accordance with Clause 26.2 (*Assignments and Transfers by Lenders*) of the Facility Agreement; and such persons shall be collectively referred to as the **Lenders**.

Obligations means the Advances and all other amounts, liabilities, obligations, covenants and duties owing by the Obligors (or any one or more of them) to a Finance Party or any Affiliate of any of them, of every type and description (whether by reason of an extension of credit, loan, guarantee, indemnification, foreign exchange or currency swap transaction, interest rate hedging transaction or otherwise), present or future, arising under the Facility Agreement, any other Finance Document and any Hedging Agreement with a Finance Party or its Affiliates (but not otherwise), whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and whether or not evidenced by any note, guarantee or other instrument or for the payment of money, and includes all fees, interest, charges, expenses, legal fees and disbursements and other sums chargeable to the Obligors (or any of them) under the Facility Agreement, any other Finance Document and any Hedging Agreement (but not otherwise).

Obligor means each of the Borrowers and each of the Guarantors; and **Obligors** shall mean all of them collectively.

Original Hedging Party means Bank of America, N.A.

Original Issuer means Bank of America, N.A.

Original Lender means Bank of America, N.A.

PLC means Luxfer Holdings PLC (registered in England and Wales with number 03690830).

PLC Notes means the £71,850,977 Floating Rate Senior Notes due 2012 issued by PLC on the terms set out in the indenture dated as of February 6, 2007 in the form approved by the Facility Agent.

Security Documents means each of the following documents:

- (a) the charges, pledges and assignments and other security documents in form and substance acceptable to the Security Trustee and the Facility Agent and delivered to the Facility Agent under Schedule 2 to the Facility Agreement or pursuant to the Amendment and Restatement Deed; and
- (b) any other documents entered into from time to time by any member of the Group providing for a guarantee or Encumbrance in favour of the Finance Parties (or any of them) in respect of the Obligations of the Obligors under the Finance Documents, and any other documents designated as Security Documents by the Facility Agent and/or the Security Trustee.

Subordination Deed means the subordination deed dated 26 April 2006 made between the Obligors, the Agents

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Company number

03944037

Name of company

* insert full name
of company

Luxfer Group Limited (the **Company**)

and other members of the Group (including PLC).

Subsidiary means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985, as amended by section 144 of the Companies Act 1989; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 21 of the Companies Act 1989.

Transferee means any bank, financial institution, trust fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to whom a Lender transfers or assigns (or, as the context may require, seeks to transfer or assign) all or part of its rights, benefits and obligations under the Facility Agreement.

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03944037

Name of company


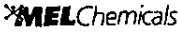
* insert full name
of company

Luxfer Group Limited (the Company)

Schedule 1 – The Trademark Registration and Trademark Applications

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	NAME	COUNTRY
Luxfer Group Limited	2,721,074	ZIRMAX	United States
Luxfer Group Limited	705,834	ELEKTRON	United States
Luxfer Group Limited	1,796,965	ZIRMEL	United States
Luxfer Group Limited	1,796,683	ZIRMEL	United States
Magnesium Elektron Limited	3,240,108	MELSORB and Design 	United States
Magnesium Elektron Limited	3,199,099	BACOTE	United States
Magnesium Elektron Limited	3,289,311	MELCHEMICALS and Design 	United States

Trademark Applications:

OWNER	APPLICATION NUMBER	NAME	COUNTRY
Magnesium Elektron Limited	79/060,874	MAGNESIUM ELEKTRON and Design Magnesium Elektron	United States

Magnesium Elektron Limited	79/060,873		United States
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3944037
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A TRADEMARK SECURITY
AGREEMENT DATED 23 MARCH 2009 AND CREATED BY
LUXFER GROUP LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE PLEDGORS TO THE FINANCE
PARTIES UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 3 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2009



Companies House
— for the record —

CC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES