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Please do not write in this margin

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

*insert full name of Company

COMPANIES FORM No. 395 228451/403

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use [3 1]

Company number 04114180

Name of company

* Colourworks Design Company Limited (the "Chargor")

Date of creation of the charge

24 December 2008

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

All Assets Debenture (the "**Debenture**")

Amount secured by the mortgage or charge

Please see Appendix 1

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

Lloyds TSB Commercial Finance Limited of Boston House, The Little Green, Richmond, Surrey, ("**LTSBCF**")

Postcode TW9 1QE

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

Eversheds LLP
Bridgewater Place, Water Lane, Leeds
LS11 5DR

C6.BIRKINR.1891913

Time critical reference

For official Use (06/2005)
Mortgage Section | Post room

FRIDAY

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Appendix 2

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 Freeths LLP Date 30/12/08

On behalf of [XXXXXXX XXXXXXXX/chargee] †

† delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House.**

6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Colourworks Design Company Limited (Company Number: 04114180)

Appendix 1 to Form 395

Amount secured by the Debenture:

All monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Chargor to LTSBCF, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Chargor and LTSBCF from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the Chargor, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with LTSBCF's usual practice. (the **"Secured Liabilities"**).

All capitalised terms used, but not defined, in this Appendix 1 are defined in Appendix 3 to this form.

Colourworks Design Company Limited (Company Number: 04114180)

Appendix 2 to Form 395

Short particulars of the property mortgaged or charged:

1. As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charged to LTSBCF:

1.1 by way of **legal mortgage**, the property (if any) described in Schedule 2 of the Debenture (as described at Schedule 2 to this form);

1.2 by way of **fixed charge** any freehold or leasehold property (excluding any property charged by clause 2.1.1 of the Debenture (as described in paragraph 1.1 above)) now and in the future owned by the Chargor or in which the Chargor may have an interest;

1.3 by way of **fixed charge,** all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property;

1.4 by way of **fixed charge** all the Chargor's plant and machinery and other equipment listed in Schedule 3 of the Debenture (as described at Schedule 3 to this form) and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment;

1.5 by way of **fixed charge,** any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business not listed in Schedule 3 of the Debenture (as described at Schedule 3 to this form) and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment;

1.6 by way of **fixed charge**, all Non Vesting Invoices and all cash in respect thereof;

1.7 by way of **fixed charge**, all Other Invoices required by LTSBCF to be paid into a Nominated Account and all cash in respect thereof;

1.8 by way of **fixed charge,** any credit balance on any Nominated Account;

1.9 by way of **fixed charge,** all the Chargor's goodwill and uncalled capital present and future;

1.10 by way of **fixed charge,** all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business;

1.11 by way of **fixed charge,** all Securities from time to time owned by the Chargor or in which it has an interest;

1.12 by way of **fixed charge,** all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group;

1.13 by way of **fixed charge**, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time;

1.14 by way of **floating charge,** all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland).

2. The floating charge created by Clause 2.1.14 of the Debenture (as described at paragraph 1.14 above) is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act.

3. The floating charge created by the Debenture will automatically without notice be converted into a fixed charge over those assets concerned:

3.1 if, without LTSBCF's prior written consent, the Chargor creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge; or

3.2 if any person levies or attempts to levy any distress, execution or other process against such assets; or

3.3 if any person presents a petition to wind up the Chargor or applies for an administration order;

3.4 upon the enforcement of the Debenture.

4. LTSBCF may by notice to the Chargor at any time convert the floating charge created by Clause 2.1.14 of the Debenture (as described at paragraph 1.14 above) into a fixed charge as regards any of the assets specified in the notice.

Restrictions

5. The Chargor agrees with LTSBCF that it will not, without LTBSCF's prior written consent:

5.1 create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets, except for any Permitted Security Interest;

5.2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge;

5.3 Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business

Capitalised terms used in this Appendix 2 are defined in Appendix 3 to this form.

"Charged Assets"	means the subject matter of the mortgages and charges created by this Debenture and set out at clause 2 of the debenture (as described at paragraph 1 above)
"Chargor"	has the meaning given to it on page one of this form
"Contract of Sale"	means a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an Invoice arises
"Customer"	means a party under a Contract of Sale obliged to pay the Chargor an Invoice and, where the context permits, a prospective Customer
"Debenture"	has the meaning given to it on page one of this form
"Dispose" or "Disposal"	includes sale, transfer, lease, licence, or parting with possession or granting any interest in
"Equipment"	means any plant, machinery and/or other equipment charged to LTSBCF by the Debenture
"Expenses"	means those fees, cost, charges and expenses covenanted to be paid by the Chargor in clause 14.1 of the debenture
"Indemnified Events"	means those matters and events in respect of which the Chargor is liable to indemnify or reimburse LTSBCF, including those referred to in clauses 5.4 and 14 of the Debenture
"Intellectual Property"	means all patents (including applications, improvements, prolongations, extensions and right to apply therefor), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world
"Invoices"	means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an Invoice
"LTSBCF"	has the meaning given to it on page one of this form
"Nominated Account"	means any account opened pursuant to clause 4.1.3 of the Debenture
"Non Vesting Invoices"	means all or any Invoices from time to time purported to be assigned to LTSBCF pursuant to the Receivables Finance Agreement which are not assigned absolutely to LTSBCF for any

	reason (and whether or not held on trust for LTSBCF) together with the Related Rights to such Invoices
"Other Invoices"	all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding (i) any Invoices assigned to LTSBCF pursuant to the Receivables Finance Agreement; and (ii) Non Vesting Invoices.
"Permitted Security Interest"	means any Security Interest specified in Schedule 4 of the Debenture (as described at Schedule 4 to this form) and any lien arising by operation of law in the ordinary course of trading over property other than land
"Receivables Finance Agreement"	means the agreement for the sale and purchase of Invoices between the Chargor and LTSBCF, details of which are set out in Schedule 1 (if any) of the Debenture as varied, amended, supplemented or replaced from time to time
"Related Rights"	has the same meaning as in the Receivables Finance Agreement
"Secured Liabilities"	has the meaning given to it at Appendix 1 of this form
"Securities"	means all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Chargor now or at any time in the future including all allotments, rights and benefits at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof
"Security Interest"	means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement

Schedule 1

Receivables Finance Agreement

The Debenture does not specify a Receivables Finance Agreement.

Schedule 2

Registered Land

The Debenture does not specify any property relating to the Chargor.

Schedule 3

Plant and machinery

The Debenture does not specify any plant and machinery relating to the Chargor.

Schedule 4

Permitted Security Interests

Debenture granted by the Chargor in favour of Lloyds TSB Bank plc of even date

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4114180
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED 24 DECEMBER 2008 AND CREATED BY COLOURWORKS DESIGN COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2009

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES