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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

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

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

For official use

Company number

04402178

Name of company

* Phoqus Group Plc

Date of creation of the charge

2 April 2007

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

Debenture dated 2 April 2007 between Phoqus Group Plc (the "Borrower") and Oxford Finance Corporation (the "Lender") (the "Debenture")

Amount secured by the mortgage or charge

Please see continuation sheet 1

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

Oxford Finance Corporation

Registered office 133 North Fairfax Street, Alexandria, Virginia 22314, USA

Postcode

Presenter's name address and
reference (if any)

Brown Rudnick Berlack Israels
LLP
8 Clifford Street, London W1S 2LQ

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



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05/04/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheet 2

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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

Date 02/04/2007

On behalf of [company] ~~[mortgagee/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 situated 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Continuation Sheet 1

To the Registrar of Companies

Name of company Phoqus Group Plc

Amount secured by the mortgage or charge

All the Secured Liabilities and interest when the Secured Liabilities become due

For schedule of definitions see continuation sheet 2

Continuation Sheet 2

To the Registrar of Companies

Name of company

Phoqus Group Plc

Short particulars of all the property mortgaged or charged

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender or assigns to the Lender (as the case may be) the property set out below in the manner set out below

Property

By way of first fixed charge the Property and all Rights relating to such Property

Intellectual Property

By way of first fixed charge, all the Intellectual Property owned by the Borrower

Goodwill

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Borrower

Floating charge

By way of first floating charge, all the undertaking and assets of the Borrower whatsoever, (including but without limitation the Contracts, the Book Debts, the Plant and Machinery and the Shares and Derivative Assets) wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Borrower referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4(a) (Property) to 4(c) (Goodwill) (inclusive) of the Debenture)

For the purposes of this form 395:

'the Book Debts'	<p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower, and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)</p>
'the Charged Property'	the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender pursuant to the Debenture,
'the Contracts'	all the Borrower's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Borrower is a party,
'the Derivative Assets'	all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described
'the Fixtures'	all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Borrower and deemed by law to be immovable property,
'the Intellectual Property'	the intellectual property described in Schedule 1 of the Debenture together with all other intellectual property presently or in the future owned by the Borrower in any part of the world including without limitation subsisting patents and subsisting rights of a similar nature to patents, applications for patents and such rights, divisions prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, know how, business names, trade names, brand names, domain names, database rights, copyright and rights in the nature of database rights and copyright, design rights, semiconductor topography rights, get up and any uniform resource identifiers and any similar rights existing in any country and all legal equitable and other rights in any of them, and the benefit (subject to the

burden) of any and all agreements and licences (where such agreements and licences permit the creation of security) in connection with any of the foregoing and all present and future rights and causes of action whenever and wherever accrued to the Borrower in respect of the infringement of the foregoing intellectual property rights including rights and causes of action arising out of the agreements, arrangements and licences in connection with the foregoing,

'the Plant and Machinery'	all plant and machinery, equipment, fittings, installations and apparatus, inventory, furniture, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Borrower excluding any property subject to the finance lease arrangements entered into between the Borrower and European Venture Partners,
'the Property'	all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Borrower, all proceeds of sale derived from such property and the benefit of all covenants to which the Borrower is entitled in respect of such property excluding any rights or interest in the premises at 10 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4PQ,
'the Rights'	all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Borrower has an interest)
'the Secured Liabilities'	<p>all moneys, debts and liabilities from time to time due, owing or incurred by the Borrower to the Lender on any current or other account whatsoever pursuant to the facility documents in each case</p> <ul style="list-style-type: none">(a) whether present or future,(b) whether alone or jointly with any other person,(c) whether actual or contingent,(d) whether as principal or as surety,(e) in whatsoever name, firm or style,(f) in whatsoever currency denominated, or(g) otherwise <p>including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any</p>

instruments from time to time entered into by the Lender for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges,

'the Shares'

all stocks, shares and other securities held by the Borrower or any nominee of the Borrower,

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04402178

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd APRIL 2007 AND CREATED BY PHOQUS GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO OXFORD FINANCE CORPORAION ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2007

A handwritten signature in black ink, appearing to be 'P. B.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES