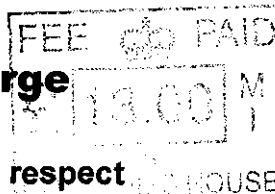


COMPANIES FORM No. 395**Particulars of a mortgage or charge**

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

**395**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

6111

04606958

Name of company

* Natural White (UK) Limited (the "Charging Company"), having its registered office at Sabre House, London Road, Camberley, Surrey GU15 3HL

Date of creation of the charge

28 July 2006

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

Security Agreement between the Charging Company and the Secured Party (the "Security Agreement")

Amount secured by the mortgage or charge

The payment and discharge of the Secured Obligations (as defined in schedule 2).

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

Barclays Bank PLC (the "Secured Party") having its registered office at 1 Churchill Place, London

Postcode E14 5HP

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

Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS

1226-561 PDA/MUL

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see schedule 1.

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)

None

Signed

Summers & Summer

Date

7/8/06

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

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

SCHEDULE 1

Short particulars of all the property mortgaged or charged

1. Security

1.1 Pursuant to Clause 3 of the Security Agreement, as continuing security for the payment and discharge of the Secured Liabilities, the Charging Company:

(A) Real Property

- (1) charged in favour of the Secured Party by way of legal mortgage all Real Property situated in England and Wales and vested in the Charging Company at the date of the Security Agreement;
- (2) charged in favour of the Secured Party by way of fixed charge all Real Property situated outside England and Wales and belonging to the Charging Company at the date of the Security Agreement; and
- (3) (to the extent that they were not the subject of an effective legal mortgage under (1) above or a fixed charge under (2) above) charged in favour of the Secured Party by way of fixed charge all Real Property belonging to it or acquired by it after the date of the Security Agreement;

(B) Chattels

charged in favour of the Secured Party by way of fixed charge all right, title and interest of the Charging Company to and in the Chattels;

(C) Policies

- (1) assigned absolutely to the Secured Party by way of security all right, title and interest of the Charging Company to and in the Key-man Policies; and
- (2) assigned absolutely to the Secured Party by way of security all right, title and interest of the Charging Company to and in all rights and claims to which the Charging Company is at the date of the Security Agreement or may at any time thereafter become entitled in relation to the proceeds of any of the Insurance Policies;

(D) Intellectual Property

charged in favour of the Secured Party by way of fixed charge all right, title and interest of the Charging Company to and in the Charged Intellectual Property.

(E) Charged Portfolio

charged in favour of the Secured Party by way of fixed charge all right, title and interest of the Charging Company to and in the Charged Portfolio;

(F) Accounts

charged in favour of the Secured Party by way of fixed charge all right, title and interest of the Charging Company to and in all rights and claims to which the

Charging Company is at the date of the Security Agreement or may at any time thereafter become entitled in relation to all moneys at the date of the Security Agreement or at any time thereafter standing to the credit of any account (including the Reserved Accounts) it has with any person (including the Secured Party) and the debts represented by it together with all rights relating or attaching thereto (including the right to interest accruing thereon);

(G) Rental Income

assigned absolutely to the Secured Party by way of security all right, title and interest of the Charging Company to and in all rights and claims to which the Charging Company is at the date of the Security Agreement or may at any time thereafter become entitled against the lessees or any guarantors or sureties for the obligations of such lessees in relation to all rents and other moneys at the date of the Security Agreement or at any time thereafter payable under or in respect of any lease of Real Property;

(H) Contracts

assigned absolutely to the Secured Party by way of security all right, title and interest of the Charging Company to and in all rights and claims to which the Charging Company is at the date of the Security Agreement or may at any time thereafter become entitled under or in respect of the Contracts;

(I) Debts

charged in favour of the Secured Party by way of fixed charge all right, title and interest of the Charging Company to and in all the Debts which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Secured Party by or pursuant to the Security Agreement;

(J) Goodwill

charged in favour of the Secured Party by way of fixed charge all goodwill at the date of the Security Agreement or at any time thereafter belonging to the Charging Company;

(K) Uncalled Capital

charged in favour of the Secured Party by way of fixed charge all rights and claims to which the Charging Company is at the date of the Security Agreement or may at any time thereafter become entitled in relation to its uncalled capital;

(L) Hedging

assigned absolutely to the Secured Party by way of security all its rights under any Hedge Document and to the extent they were not subject to an effective assignment, charged in favour of the Secured Party the Hedge Documents by way of fixed charge;

(M) Orders under Insolvency Act

charged in favour of the Secured Party by way of fixed charge all right, title and interest of the Charging Company to and in all moneys and other assets at the date

of the Security Agreement or at any time thereafter due, owing, payable or transferable to the Charging Company or any administrator or liquidator thereof pursuant to any order or declaration of the court made pursuant to any provision of the Insolvency Act 1986; and

(N) Floating Charge

charged in favour of the Secured Party by way of floating charge the whole of the Charging Company's property, undertaking and assets, present and future, other than any property or assets for the time being effectively charged to the Secured Party by way of fixed charge or effectively assigned (whether at law or in equity) to the Secured Party or otherwise subject to an effective fixed security in favour of the Secured Party pursuant to the Security Agreement, but excluding the Charging Company's shares in Lornamead Brands (Inc).

1.2 Each legal mortgage, fixed charge and assignment created or effected by clause 3.1 of the Security Agreement (as set out above) are a first fixed security unless the assets mortgaged, charged and assigned are the subject of an effective first fixed security under any Security granted pursuant to the Existing Financing Agreements, in which case the relevant legal mortgage, fixed charge or assignment under the Security Agreement will rank behind that Security.

1.3 The floating charge shall be a first floating charge.

1.4 The floating charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. Conversion of Floating Charge

2.1 Upon an Enforcement Event, the Secured Party may at any time by notice in writing to the Charging Company convert the floating charge with immediate effect into a fixed charge as regards any property or assets specified in the notice.

2.2 Notwithstanding paragraph 2.1, if:

- (A) the Charging Company creates or permits to subsist any Security Interest (that is not expressly permitted under the terms of the Facility Agreement) on, over or with respect to any of the Charged Property subject to the floating charge, or attempts to do so; or
- (B) any person carries out, or attempts to carry out, any enforcement or process (including any distress, execution, taking of possession, forfeiture or sequestration) against any of the Charged Property subject to the floating charge; or
- (C) a resolution passed or an order is made for the winding up, dissolution, administration or reorganisation of the Charging Company or an administrator is appointed to the Charging Company,

the floating charge over the Charged Property the subject of such Security Interest, enforcement or process shall be deemed to have been automatically converted into a fixed charge, without any notice from the Secured Party to the Charging Company, immediately before such event occurs.

3. **Restrictions on Dealing**

- 3.1 The Charging Company undertook that at no time during the subsistence of the Security would the Charging Company create, grant, extend or attempt to create, grant or extend or permit to subsist any Security Interest on or over all or any part of the Charged Property (unless expressly permitted under the terms of the Facility Agreement).
- 3.2 The Charging Company undertook that at no time during the subsistence of the Security would the Charging Company, except with the prior written consent of the Secured Party or unless expressly permitted under the terms of the Facility Agreement and except for disposals of property for the time being subject to the floating charge in the ordinary and usual course of and for the purposes of its business:
- (A) sell, transfer, assign, lease or otherwise dispose of all or any part of the Charged Property; or
 - (B) dispose of, or create, any estate, interest or right in or over, or relating to the use, occupation, possession or enjoyment of, all or any part of the Charged Property or permit the acquisition by any person of any proprietary interest or any right in or over, or which may affect the value of, any of the Charged Property; or
 - (C) grant any right of pre-emption or any option in respect of or in connection with any of the foregoing; or
 - (D) agree to do any of the foregoing.

4. **Rights Attaching to Certain Assets**

Accounts

- 4.1 Subject to the terms of the Facility Agreement, all moneys at the date of the Security Agreement or at any time thereafter standing to the credit of any account opened or maintained by the Charging Company with the Secured Party and any other bank or financial institution and all or any rights and benefits relating thereto shall be incapable of assignment (and each deposit of any such moneys shall be made on such terms accordingly) and the Charging Company shall not purport to assign or otherwise dispose of any interest in any such moneys or any such rights and benefits.
- 4.2 During the subsistence of the Security (and whether or not an Enforcement Event shall have occurred) the Secured Party may, in its absolute discretion, from time to time apply any part of the moneys standing to the credit of the Reserved Accounts in accordance with the terms of the Facility Agreement.

Words and expressions defined in Schedule 2 hereto shall have the same meaning in this Schedule 1.

SCHEDULE 2

In this form 395, the following terms shall have the following meanings:

"Accession Document" means a document substantially in the form set out in the Facility Agreement;

"Accountants' Report" means the report by Ernst & Young, LLP dated on or about the date of the Facility Agreement and relating to the Target Group and their assets and addressed to the Secured Party;

"Acquisition" means the acquisition by the Original Borrower of the Target Shares and the Target Assets on the terms of the Acquisition Documents;

"Acquisition Agreement" means the share purchase agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of the Target Shares and the Target Assets and made between the Original Borrower and the Vendor;

"Acquisition Documents" means the Acquisition Agreement and any other document designated as an "Acquisition Document" by the Secured Party and the Original Borrower;

"Act" means the Companies Act 1985 (as amended);

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with the terms of the Facility Agreement;

"Additional Guarantor" means each of the Target Companies and each of their Subsidiaries (other than Dormant Subsidiaries) which on the date of the Facility Agreement are Law 2397 Limited, the Charging Company, Kuan Limited, Christy Cosmetics Limited, Lypsyl Holdings Limited, CD Brand Holdings Limited and Lornamead GmbH, and any other company which becomes an Additional Guarantor in accordance with the Facility Agreement;

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Agreed Form" means in relation to a document, that is in a form initialled on the front page by or on behalf of the Original Borrower and the Secured Party for the purposes of identification;

"Amendment and Restatement Deed" means the deed of amendment and restatement dated the Amendment and Restatement Date between inter alia, the Original Borrower and the Secured Party;

"Amendment and Restatement Date" means 29 July 2005;

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility;

"Ancillary Facility" means any ancillary facility made available under the Facility Agreement;

"Bank Guarantee" means any bank guarantee issued by the Secured Party (acting through its Jersey branch) in favour of Lever Fabergé Deutschland GmbH in respect of the obligations of CD Brand Holdings Limited to pay the Deferred Consideration;

"Borrowers" means the Original Borrower and an Additional Borrower and a "Borrower" means any one of them;

"Brand Valuation" means a valuation of the Intellectual Property owned by CD Brand Holdings Limited and its subsidiaries completed by Ernst & Young, LLP and addressed to the Secured Party;

"Cash Collateral Account" means the account of the Original Borrower at the Secured Party described in clause 24.1 (*Bank Accounts*) of the Facility Agreement;

"Charged Intellectual Property" means all Intellectual Property at the date of the Security Agreement or at any time thereafter belonging to the Charging Company, including any Intellectual Property specified in Schedule 3 (*Intellectual Property*) hereto;

"Charged Portfolio" means the Investments and the Related Assets;

"Charged Property" means the undertaking, property, assets, rights and revenues of the Charging Company (whether present or future) from time to time charged in favour of, or assigned (whether at law or in equity) to, the Secured Party by or pursuant to the Security Agreement;

"Chattels" means all plant and machinery not charged pursuant to clause 3.1(B) of the Security Agreement and as set out in paragraph 1.1(B) of Schedule 1 hereto and all other chattels at the date of the Security Agreement or at any time thereafter belonging to the Charging Company or in which the Charging Company has, at the date of the Security Agreement or in the future, any right, title or interest;

"Closing Date" means the date on which Completion occurs;

"Completion" means the completion of the Acquisition in accordance with clause 5 of the Acquisition Agreement;

"Contracts" means any contracts, agreements or reports and includes the Reports;

"Counter-Indemnity" means the counter-indemnity executed by the Original Borrower in favour of the Secured Party dated on or about the Amendment and Restatement Date;

"Debts" means:

- (A) all present and future book and other debts and other moneys of any nature whatsoever at the date of the Security Agreement or at any time thereafter due, owing, payable or incurred to the Charging Company, including those referred to, or deriving from the assets referred to, in clause 3.1(I) of the Security Agreement and as set out in paragraph 1.1(I) of Schedule 1 hereto;
- (B) all claims and other things in action which may give rise to any such debts or moneys;

- (C) the benefit of all bills of exchange, promissory notes and negotiable instruments of any description at the date of the Security Agreement or at any time thereafter enjoyed or held by the Charging Company in relation to any of the foregoing; and
- (D) all rights of any nature whatsoever relating to any of the foregoing including any security (whether in the form of guarantees, indemnities, insurances or otherwise) and any remedies therefor;

"Deferred Consideration" means deferred consideration not exceeding €3,000,000 due from CD Brand Holdings Limited to Lever Fabergé Deutschland GmbH pursuant to the agreement dated 22 December 2003;

"Dormant Subsidiary" means a member of the Group which does not trade (for itself or as agent for any person) and does not own, legally or beneficially, assets (including indebtedness owed to it) which in aggregate have a value of £10,000 or more or its equivalent in other currencies;

"Enforcement Event" means any Event of Default which is continuing;

"Event of Default" means any event or circumstance specified as such in clause 29 (*Events of Default*) of the Facility Agreement;

"Existing Financing Agreements" means the financing agreements and guarantees and Security relating to such financing agreements, as set out in the Facility Agreement;

"Existing Financing Agreements Side Letter" means the side letter between the Original Borrower and the Secured Party dated on or about the date of the Facility Agreement relating to certain matters concerning the Existing Financing Agreements;

"Facility" means Facility A, Facility B, Facility C, Facility D, Facility E or Facility F;

"Facility A" means the term loan facility (including, for the avoidance of doubt, Facility A2) made available under this Agreement as described in clause 2 (*The Facilities*) of the Facility Agreement;

"Facility Agreement" means the facility agreement dated 10 January 2005 between, amongst others, (1) the Secured Party and (2) the Original Borrower (as amended, varied, supplemented and restated from time to time);

"Facility B" means the term loan facility made available under the Facility Agreement as described in clause 2 (*The Facilities*) of the Facility Agreement;

"Facility C" means the revolving credit facility made available under the Facility Agreement as described in clause 2 (*The Facilities*) of the Facility Agreement;

"Facility D" means the guarantee issuance facility made available under the Facility Agreement as described in clause 2 (*The Facilities*) of the Facility Agreement;

"Facility E" means the working capital facility made available under the Facility Agreement as described in clause 2 (*The Facilities*) of the Facility Agreement;

"Facility F" means the term loan facility made available under the Facility Agreement as described in clause 2 (*The Facilities*) of the Facility Agreement;

"Fee Letter" means:

- (A) any letter or letters dated on or about the date of the Facility Agreement between the Secured Party and the Original Borrower setting out any of the fees referred to in the Facility Agreement;
- (B) any other agreement setting out fees referred to in clause 17.4 (*Fees payable in respect of Letters of Credit*) or clause 17.5 (*Interest, Commission and fees on Ancillary Facilities*) of the Facility Agreement; and
- (C) any letter or letters dated on or about the Amendment and Restatement Date between the Lender and the Original Borrower setting out any of the new fees referred to in clause 17 (*Fees*) of the Facility Agreement.

"Finance Document" means the Facility Agreement, the Amendment and Restatement Deed, the Bank Guarantee, any Security Document, any Accession Document, the Intercreditor Agreement, the Subordination Deed, any accession deed to the Subordination Deed, any Hedge Document, the Counter-Indemnity, any Ancillary Document, any Fee Letter, any Selection Notice, any Utilisation Request, the Existing Financing Agreements, the Existing Financing Agreements, the Existing Financing Agreements Side Letter and any other document designated as such by the Secured Party and the Original Borrower;

"Financial Assistance Prohibition" means any prohibition of the giving of financial assistance as set out in:

- (A) Chapter VI of Part V of the Act; or
- (B) Part XI of the Companies (Jersey) Law 1991;

"German Security" means:

- (A) a German law receivables assignment executed by Lornamead GmbH, in form and substance satisfactory to the Secured Party; and
- (B) a German law pledge of shares, in form and substance satisfactory to the Secured Party executed by CD Brand Limited over its shares in Lornamead GmbH;

"Group" means Rotherham Holdings Limited and each of its Subsidiaries for the time being, other than Lornamead Brands Inc and its Subsidiaries and excluding Natural White (UK) Limited for the purposes of clause 28.37 of the Facility Agreement, and which shall prior to the Closing Date include each Target Company.

"Group Reorganisation" means the reorganisation of the Group in accordance with the Structuring Paper and the assignment of certain intra-group loans to the Original Borrower under the Intra-Group Assignments but excluding any step relating to the transfer of Intellectual Property from members of the Group to a holding company;

"Guarantor" means an Original Guarantor or an Additional Guarantor;

"Hedge Document" means any interest rate swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction in connection with protection against or benefit from fluctuation in interest rates, in each case

entered into with the Secured Party or an Affiliate of the Secured Party in connection with the Facilities, and includes all related documentation;

"Holding Account" means an account of the Original Borrower with the Secured Party designated as such, subject to Security in favour of the Secured Party;

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Insurance Policies" means any policy of insurance or assurance (other than the Key-man Policies) entered into in accordance with the Facility Agreement in which the Charging Company may at the date of the Security Agreement or at any time thereafter have an interest;

"Insurance Report" means an insurance report prepared by AI Futtain Willis Company LLC and dated 21 October, 2004 and addressed to the Secured Party;

"Intellectual Property" means any patents, utility models, trade marks, service marks, designs, business names, domain names, copyrights, rights in designs, database rights, moral rights, inventions, trade secrets, confidential information, know-how and all other intellectual property rights and interests of forms or protection having equivalent effect anywhere in the world, whether registered or unregistered including any applications for the same;

"Intellectual Property Report" means:

- (A) the Project Eagle IP Due Diligence Report; and
- (B) the Project Eagle Supplemental IP Due Diligence Report,

each dated 21 December 2004 and prepared by The Rights Lawyers, Dubai relating to the Intellectual Property of the Group and the Target Group and addressed to the Secured Party;

"Intercreditor Agreement" means the intercreditor deed dated on or about the date of this Agreement between the Secured Party, the Original Borrower and the Preferred Equity Providers and/or any intercreditor deed entered into after the Second Amendment and Restatement Date by the Secured Party, the Original Borrower, Plainfields and/or the Preferred Equity Providers;

"Intra-Group Assignments" means the deeds of assignment of loans between (amongst others) various members of the Group and Rotherham Holdings Limited and one subsequent assignment between Rotherham Holdings Limited and the Original Borrower, both dated on or about the date of the Facility Agreement;

"Investments" means all shares, stocks, debentures, bonds, warrants and securities of any kind whatsoever whether marketable or otherwise and any certificates representing any of the same and all other interests both present and future held by or on behalf of the Charging Company in any person (including any subsidiary of the Charging Company) and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof, including but not limited to all shares in

the Charging Company's subsidiaries Kuan Limited and Christy Cosmetics Limited held by or on behalf of the Charging Company at any time;

"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity;

"Key-man Policies" means any key-man life assurance policy (in form and substance reasonably satisfactory to the Secured Party and with such insurer as the Secured Party may reasonably approve) taken out and maintained by each relevant Obligor in respect of the death and critical illness of the following individuals and in not less than the following respective amounts:

Name of Individual	Amount (£)
Jon Osborne	250,000
Leslie Barber	250,000
Mitesh Devshi Jatania	250,000
Hans Otto-Holldorf	250,000
Jim Nass	250,000
Finance Director	250,000

and in which the Charging Company may at the date of the Security Agreement or at any time thereafter have an interest;

"Legal Due Diligence Report" means the Project Alpha Legal Due Diligence Report dated 22 December 2004 prepared by Taylor Wessing relating to the Group and the Target Group and addressed to the Secured Party;

"Market Report" means the market report dated on or about the date of the Facility Agreement prepared by CIL and addressed to the Secured Party;

"New Accountants' Report" means the report by Grant Thornton dated on or about the Amendment and Restatement Date and addressed to the Secured Party;

"Obligor" means a Borrower or a Guarantor;

"Original Borrower" means Lornamead Acquisitions Limited;

"Original Guarantor" means Rotherham Holdings Limited, Lornamead Home & Personal Care Limited or Lornamead Brand Management Limited;

"Original Obligor" means the Charging Company or an Original Guarantor;

"Osborne Share Mortgage" means the share mortgage executed by Jonathan James Osborne over his interest in the Original Borrower in favour of the Secured Party in form and substance satisfactory to the Secured Party;

"Plainfields" means Plainfields Offshore Holdings XI Inc and/or any of its affiliates;

"Policies" means the Key-man Policies and the Insurance Policies, including those effected or maintained by the Charging Company in compliance with the terms of the Facility Agreement;

"Preferred Equity Providers" means OZ Master Fund, Ltd and OZ Europe Master Fund, Ltd.;

"Prepayment Account" means the account of the Original Borrower at the Secured Party described in clause 24.1 (*Bank Accounts*) of the Facility Agreement;

"Real Property" means:

- (A) all freehold or leasehold property wheresoever situate at the date of the Security Agreement or at any time thereafter belonging to the Charging Company together with all rights, easements and privileges from time to time attached or appurtenant thereto or benefiting the same; and
- (B) all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery from time to time therein or thereon;

"Related Assets" means all dividends, interest and other monies payable in respect of any investments and all other rights, benefits and proceeds in respect of or derived from any such investments (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise);

"Report" means each of the:

- (A) Accountants' Report;
- (B) Brand Valuation;
- (C) Legal Due Diligence Report;
- (D) Intellectual Property Report;
- (E) Insurance Report;
- (F) Market Report;
- (G) Structuring Paper; and
- (H) New Accountants' Report;

"Reserved Accounts" means the Cash Collateral Account, the Prepayment Account and the Holding Account and any other account designated as such by the Secured Party and the Original Borrower;

"Second Amendment and Restatement Date" means 26 April 2006;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever)

of each Obligor to the Secured Party under each Finance Document except for any obligations which, if it were so included, would result in the Security Agreement contravening any Financial Assistance Prohibition. The term Finance Document includes all amendments and supplements, including supplements providing for further advances;

"Security" means the security from time to time constituted by or pursuant to the Security Agreement;

"Security Agreement" means a security agreement between an Obligor and the Secured Party in form and substance satisfactory to the Secured Party, such security agreement to include fixed and floating charges (where applicable) over all the assets of the relevant Obligor;

"Security Document" means each Security Agreement, the Supplemental Security Agreement, Share Mortgage and the German Security entered into by an Obligor and any other document creating Security for any of the liabilities of any Obligor under any Finance Document;

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Selection Notice" means a notice substantially in the form set out in the Facility Agreement given in accordance with the Facility Agreement in relation to a Facility;

"Share Mortgage" means:

- (A) each share mortgage executed by an Obligor in favour of the Secured Party in form and substance satisfactory to the Secured Party;
- (B) any share mortgage executed by the Preferred Equity Providers and/or Plainfields in favour of the Secured Party in form and substance satisfactory to the Secured Party in relation to any shares held by the relevant grantor of security in the capital of the Original Borrower from time to time;
- (C) any share mortgage executed by the Trust over its interest (if any) in CD Brand Holdings Limited;
- (D) the share mortgage executed by Mitesh Devshi Jatania and Bharat Kumar Jatania over their respective interests (if any) in the Original Borrower; and
- (E) the Osborne Share Mortgage.

"Structuring Paper" means the paper in Agreed Form prepared by Ernst & Young, LLP dated on or about the date of the Facility Agreement detailing the Group Reorganisation;

"Subordinated Creditors" means:

- (A) each Obligor;
- (B) each Target Company;
- (C) Lornamead GmbH;

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10

- (D) Edinburgh Holdings Limited;
- (E) Tencor Limited;
- (F) the Trust; and
- (G) (only if he is making a loan available to the Original Borrower), Bharat Kumar Jatania;

"Subordination Deed" means the deed of subordination dated on or about the date of this Agreement and made between the Subordinated Creditors and the Secured Party;

"Subsidiary" means a subsidiary undertaking within the meaning of section 258 of the Act;

"Supplemental Security Agreement" means the supplemental security agreement amending the terms of the Security Agreement between the Original Borrower and the Secured Party;

"Target Assets" means any receivables, book debts and other amounts owed to the Vendor by any of the Target Companies;

"Target Companies" means each of the Joint Venture companies specified below;

- (A) CD Brand Holdings Limited (registered in Jersey No. 86712);
- (B) Law 2397 Limited (registered in England and Wales No. 04717600); and
- (C) Lypsyl Holdings Limited (registered in Jersey No. 85722),

and each is a "Target Company";

"Target Group" means the Target Companies and each of their Subsidiaries for the time being;

"Target Shares" means all of the unconditionally allotted or issued and fully paid ordinary shares in the capital of each Target Company which are legally and/or beneficially owned by or held to the order of the Vendor on the date of the Facility Agreement;

"Trust" means the Millennium Trust;

"Utilisation Request" means a notice substantially in the form set out in the Facility Agreement; and

"Vendor" means EPIC Brand Investments plc.

SCHEDULE 3: INTELLECTUAL PROPERTY

PROPRIETOR	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Natural White (UK) Limited	3 IN 3	Canada	3	628866	Registered
Natural White (UK) Limited	OXYGEN PLUS	Canada	3	1,168,424	Pending
Natural White (UK) Limited	3 IN 3	EU (CTM)	3	3118403	Registered
Natural White (UK) Limited	HEALTHY BRIGHT	EU (CTM)	3	3122983	Registered
Natural White (UK) Limited	NATURAL FORMING MOUTHRAY	EU (CTM)	3	3118742	Registered
Natural White (UK) Limited	SHADE CONTROL	EU (CTM)	3	3118651	Registered
Natural White (UK) Limited	SHADE GUIDE	EU (CTM)	3	3118676	Registered
Natural White (UK) Limited	SHADE OF THINGS TO COME	EU (CTM)	3	3118734	Registered
Natural White (UK) Limited	WAKE UP TO A WHITER SMILE	EU (CTM)	3	3248333	Registered
Natural White (UK) Limited	WHITENESS AND WELLNESS	EU (CTM)	3	3243094	Pending

PROPRIETOR	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Natural White (UK) Limited	3 IN 3	USA	3	29,967,686	Registered
Natural White (UK) Limited	SMILE WHITENING	USA	3	76/504291	Pending

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Argentina	3	1865125	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Label)	Argentina	3	1713120	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT SENSITIVE (Word)	Australia	3	1000608	Registered
Lornamead Brands Inc	Natural White (UK) Limited	DENTAVITE (Word)	Australia	3	805171	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Australia	3	701202	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Australia	3	805173	Registered
Lornamead Brands	Natural White	RAPID WHITE (Logo)	Australia	3	739914	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE SENSITIVE (Word)	Australia	3	1000757	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Austria	3	177338	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Logo)	Austria	3	188183	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Austria	3	184966	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Austria	3	185062	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Austria	3	7007196	Pending
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Bahrain	3	23621	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	Bahrain	3	19134	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Bahrain	3	25880	Registered
Lornamead Brands	Natural White	RAPID WHITE (Logo)	Bahrain	3	23127	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Loramead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Barbados	3	81/10490	Registered
Loramead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Benelux	3	632058	Registered
Loramead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Benelux	3	655463	Registered
Loramead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Benelux	3	634066	Registered
Loramead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Label)	Bulgaria	3	42089	Registered
Loramead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	Chile	3, 5	733570	Registered
Loramead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	Chile	3	756.506	Registered
Loramead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	China	3	1410265	Registered
Loramead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	China	3	818514	Registered
Loramead Brands	Natural White	RAPID WHITE (Logo)	Costa Rica	3	110439	Registered

LEGALTITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Croatia	3	Z980590	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Croatia	3	Z980393	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Cyprus	3	B45480	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Cyprus	3	50137	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Czech Republic	3	217445	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Czech Republic	3	209844	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Denmark	3	VR 1998 02237	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Denmark	3	VR 1999 01299	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Denmark	3	VR 1997 00448	Registered
Lornamead Brands	Natural White	NATURAL WHITE	Dominican	5	96331	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited	(Logo)	Republic			
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Ecuador	3	1693-99	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Ecuador	3	44000	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Egypt	3	104566	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Label)	El Salvador	3	259260	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Estonia	3	30034	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Estonia	3	29742	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT SENSITIVE (Word)	EU (CTM)	3	3785359	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ELECTRIC WHITE (Word)	EU (CTM)	3	3751419	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Finland	3	213673	Registered
Lornamead Brands	Natural White	NATURAL WHITE	Finland	3	T199604742	Pending

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited	(Label)				
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Finland	3	216620	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Logo)	Finland	3	209133	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	France	3, 5	98731244	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE	France	3, 5	94508090	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	France	3	96657015	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE	France	3	9978512	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Germany	3	39924234	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Germany	3	39656276	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE SENSITIVE	Germany	3	30357110	Registered
Lornamead Brands	Natural White	BRILLIANT (Logo)	Greece	3	136871	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Greece	3	131758	Pending
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Logo)	Guatemala	3	129961	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT SENSITIVE (Word)	Hong Kong	3	300197668	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Hong Kong	3	B02767/99	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE SENSITIVE (Word)	Hong Kong	3	300197686	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Hungary	3	154298	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT SENSITIVE (Word)	India	3	1283509	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	India	3	799639	Pending
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	India	3	779537	Pending
Lornamead Brands Inc	Natural White	RAPID WHITE	India	3	1283510	Pending

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited	SENSITIVE (Word)				
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Indonesia	3	440202	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	Indonesia	3	341824	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Label)	Indonesia	3	435335	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Ireland	3	212847	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE BRILLIANT (Logo)	Italy	3	829251	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Italy	3	789133	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE	Italy	3	867311	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Italy	3	760085	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE	Italy	3	-	Pending
Lornamead Brands	Natural White	ORIGINAL FORMULA NATURAL WHITE	Japan	3	3300735	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited	(Word)				
Loramead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Japan	3	4380259	Registered
Loramead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Jordan	3	50899	Registered
Loramead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	South Korea	5 (Local Class 10)	327139	Registered
Loramead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	South Korea	3 (Int'l Class 13)	442008	Registered
Loramead Brands Inc	Natural White (UK) Limited	BRILLIANT (Stylized)	Kuwait	3	49020	Registered
Loramead Brands Inc	Natural White (UK) Limited	ORALVITE	Kuwait	3	38022	Registered
Loramead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Kuwait	3	33222	Registered
Loramead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Latvia	3	M44238	Registered
Loramead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Latvia	3	M43518	Registered
Loramead Brands	Natural White	BRILLIANT (Logo)	Lebanon	3	76505	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Lebanon	3	67317	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Lebanon	3	79952	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Lebanon	3	73790	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Lithuania	3	38461	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Label)	Lithuania	3	37154	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Malaysia	3	98/07238	Pending
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Malaysia	3	98006527	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Malta	3	28527	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Malta	3	24486	Registered
Lornamead Brands	Natural White	RAPID WHITE (Label)	Malta	3	28442	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Mexico	3	676511	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Mexico	3	565326	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Morocco	3	65911	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Morocco	3	61588	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT SENSITIVE (Word)	New Zealand	3	711492	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	New Zealand	3	280028	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE SENSITIVE (Word)	New Zealand	3	711491	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Norway	3	195177	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Norway	3	198914	Registered
Lornamead Brands	Natural White	NATURAL WHITE	Norway	3	200512611	Pending

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited	(Word)				
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Logo)	Norway	3	200513725	Pending
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Norway	3	210113	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Oman	3	17759	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Oman	3	18121	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Oman	3	19994	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Oman	3	14970	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Label)	Pakistan	3	147551	Pending
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE	Pakistan	3	145008	Pending
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Panama	3	98631	Registered
Lornamead Brands	Natural White	NATURAL WHITE	Panama	3	9863301	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited	(Label)				
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Panama	3	95519	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Paraguay	3	197035	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Poland	3	134911	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Poland	3	Z168211	Pending
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Portugal	3	330111	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Portugal	3	311370	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Portugal	3	321068	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Qatar	3	18515	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Qatar	3	20588	Registered
Lornamead Brands Inc	Natural White	RAPIDWHITE (Word)	Qatar	3	16165	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Romania	3	39725	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Romania	3	35365	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Russia	3	169335	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT SENSITIVE (Word)	Russia	3	2004/708466	Pending
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Russia	3	193583	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE	Russia	3	-	Pending
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT	Russia	3	-	Pending
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Saudi Arabia	3	510/72	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Saudi Arabia	3	555/56	Registered
Lornamead Brands Inc	Natural White	RAPIDWHITE (Word)	Saudi Arabia	3	426/54	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Slovak Republic	3	190030	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Slovak Republic	3	190305	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Slovenia	3	9870581	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Label)	Slovenia	3	9771752	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	South Africa	3	1997/18734	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	South Africa	3	97/11950	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Spain	3	2163702	Pending
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	Sweden	3	349332	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE BRILLIANT (Logo)	Switzerland	3	452396	Registered
Lornamead Brands	Natural White	RAPID WHITE (Logo)	Switzerland	3	447167	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Taiwan	3	856736	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Taiwan	3	814535	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Tangier	3	13475	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE	Tangier	3	61588	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Tunisia	3	EE.951065	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Logo)	Turkey	3	-	Pending
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	UAE	3	22028	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Word)	UAE	3	12829	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	UAE	3	23726	Registered
Lornamead Brands Inc	Natural White	RAPID WHITE (Logo)	UAE	3	24268	Registered

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	UAE	3	19850	Registered
Lornamead Brands Inc	Natural White (UK) Limited	LIGHTENING WHITE (Word)	United Kingdom	3	2218802	Registered
Lornamead Brands Inc	Natural White (UK) Limited	ORALVITE (Word)	United Kingdom	3	2191395	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Logo)	Ukraine	3	21293	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Ukraine	3	18811	Registered
Lornamead Brands Inc	Natural White (UK) Limited	RAPID WHITE (Word)	Ukraine	3	19861	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE (Label)	Uruguay	3	283536	Registered
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT	Venezuela	3	213673	Registered
Lornamead Brands Inc	Natural White (UK) Limited	NATURAL WHITE	Venezuela	3	T199604742	Pending
Lornamead Brands Inc	Natural White	RAPID WHITE (Label)	Venezuela	3	17406/97	Pending

LEGAL TITLE REGISTERED BY	BENEFICIAL OWNER	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Inc	(UK) Limited					

PROPRIETOR	TRADE MARK	COUNTRY	CLASS	APPLICATION/ REGISTRATION NUMBER	STATUS
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	EU (CTM)	3	305557
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	Ireland	3	204215
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Word)	United Kingdom	3	2119494
Lornamead Brands Inc	Natural White (UK) Limited	RAPIDWHITE (Series)	United Kingdom	3	2151892
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Word)	United Kingdom	3	2419739
Lornamead Brands Inc	Natural White (UK) Limited	BRILLIANT (Stylized)	United Kingdom	3	2420807

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04606958

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 28th JULY 2006 AND CREATED BY NATURAL WHITE (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE SECURED PARTY 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 7th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th AUGUST 2006.

A handwritten signature in dark ink, appearing to be 'R. B.' or similar.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES