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Please complete 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)

Name of company

For official use

Company number

5209154

133199/533

STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")

Date of creation of the charge

12 October 2006

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which any Group Company is a party (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

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

KAUPTHING BANK hf. (as Security Trustee for the Secured Parties)(in such capacity, the "Security Trustee") of 1 Hanover Street, London.

Postcode WIS IAX

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

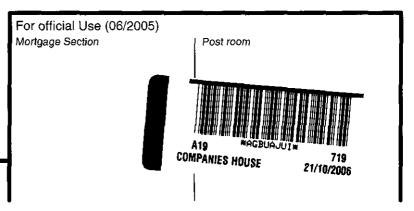
DLA Piper UK LLP 3 Noble Street

London EC2V 7EE

Contact: Denise Phillips

79947.120019.11462310

Time critical reference



#### 1. GRANT OF SECURITY

#### 1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made:

- (a) in favour of the Security Trustee;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of all of the Secured Obligations.
- 1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/a

Signed JUN Vin

Date 10, 0, 600 2006

Notes

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

Please do not write in this margin

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

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

†delete as appropriate

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Name of company

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STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")

#### Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



#### Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued) **NOTE.** 

#### In this form:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

# "Cash Collateral Accounts" means each:

- (i) Mandatory Prepayment Account; and
- (ii) each Holding Account,

(each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) and including but not limited to the accounts (if any) specified as such in part 6 of the schedule hereto (Details of Security Assets);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

# "Charged Securities" means:

- (i) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at 12 October 2006) as at 12 October 2006 or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time;
- "Charging Companies" means the Initial Charging Companies and any other member of the Group which accede to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as defined in the Deed);
- "Collections Accounts" means: (A) the account specified against its name in part 6 of the schedule hereto (Details of Security Assets) as a Collection Account; (B) such specially designated account(s) with the Security Trustee as the Security Trustee may from time to time direct; or (C) such other account(s) with such bank as the Security Trustee may from time to time direct, (each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency);
- "Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Deed of Accession;
- "Event of Default" means each Event of Default as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement;
- "Finance Document" means any Senior Finance Document and any Mezzanine Finance Document (each as defined in the Deed);
- "Group" means the Parent, the Target (each as defined in the Senior Facilities Agreement and/or Mezzzanine Facility Agreement) and each of their respective Subsidiaries (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) for the time being;
- "Group Companies" means Mosaic Fashions Finance Limited and each of its Subsidiaries from time to time;

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"Initial Charging Companies" means the companies listed in schedule 1 to the Deed;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest including, but not limited to, the policies of insurance (if any) specified in part 5 of the schedule hereto (Security Assets);

# "Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group;
- "Mezzanine Facility Agreement" means a mezzanine facility agreement dated 12 October 2006 and entered into between (1) Mosaic Fashions hf. (as Parent), (2) Mosaic Fashions Finance Limited (as the Company) (3) the companies listed in part 1 of schedule 1 thereto (as the Original Guarantors), (4) Kaupthing Bank hf. (as Arranger), (5) the financial institution listed in part 2 of schedule 1 thereto (as Original Lender), (6) Kaupthing Bank hf. (as Agent) and (7) Kaupthing Bank hf. (as Security Trustee), as amended, supplemented, novated or restated from time to time:
- "Intercreditor Deed" means the intercreditor deed dated 12 October 2006 and made between the Agent (1), the Security Trustee (2), the Arranger (3), the Original Lender (4), the Original Issuing Bank (5), Kaupthing Bank hf. (as Mezzanine Agent) (6), Kaupthing Bank hf. (as Mezzanine Arranger) (7), Kaupthing Bank hf. (as Original Mezzanine Lender) (8), the Investors (as defined in that deed) (9) and the Original Obligors (10);
- "MFL" means Mosaic Fashions Limited, a company incorporated under the laws of England and Wales with company number 4871389;
- "Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is on arm's-length terms:
- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;
- (b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if:
- (i) the Disposing Company is an Obligor (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement), the Acquiring Company must also be an Obligor;
- (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset; and
- (iii) the Disposing Company is a Guarantor (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- provided no Default (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) has occurred which is continuing, of assets (other than shares, businesses, Real Property (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement), Intellectual Property or other assets the subject of a fixed charge under the Transaction Security) the proceeds of which are applied in exchange for other assets comparable or superior as to type, value or quality as soon as possible but in any event within six months of receipt or such longer period as the Majority Lenders (as defined in the Senior Facilities Agreement) may agree provided that the aggregate amount of all such Disposal Proceeds (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) shall not exceed £500,000 in any Financial Year (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) and such Disposal Proceeds shall during such period be retained in a Holding Account (as defined in the Senior Facilities Agreement);

<sup>\*</sup>insert full name of Company

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- STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")
- (d) of obsolete or redundant vehicles, plant and equipment for cash;
- (e) of Cash Equivalent Investments (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) for cash or in exchange for other Cash Equivalent Investments;
- (f) constituted by a licence of intellectual property rights permitted by clause 27.29 of the Senior Facilities Agreement (Intellectual Property) which, shall include, for the avoidance of doubt, the licence of Intellectual Property in the ordinary course of the business of the Group;
- (g) arising as a result of any Permitted Security;
- (h) of the Target Shares (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) by MFL to Mosaic Fashions Finance Limited under the Drop Down Agreement (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement); and
- provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property, Joint Ventures (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) or other assets the subject of a fixed charge under the Transaction Security (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) for cash where the value of any single item does not exceed £500,000 and the aggregate value of such disposals does not exceed £1,000,000 (or its equivalent) in any Financial Year of the Parent;

# "Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;
- (c) any Security or Quasi-Security (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) over or affecting any asset acquired by a member of the Group after the Closing Date (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) if:
- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
- (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
- (iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of acquisition of such asset;
- (d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if:
- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
- (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company; or
- (iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of that company becoming a member of the Group;
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

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STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")

- (f) any Security or Quasi-Security (existing as at the date of this agreement) over assets of any member of the Target Group (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Closing Date;
- (g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;
- (h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness";
- (i) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (h) above) does not exceed £500,000 (or its equivalent in other currencies); or
- (j) the Security constituted by the rent deposit deed dated 23 October 2002 granted by Warehouse Fashion Limited (company registration number 4251137) in favour of Turner Broadcasting System Europe Limited in respect of the payments due under a lease of 19-22 Rathbone Place, London dated 7 May 2002 and made between those parties;

#### "Permitted Transaction" means:

- (a) any Disposal (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) required by the terms of the Finance Documents;
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group; or
- (c) any loan, Disposal or acquisition between Obligors in order to minimise the Group's liabilities in respect of Tax (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement);
- "Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at 12 October 2006, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:
- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;
- "Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:
- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;
- "Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Deed;
- "Related Rights" means, in relation to any Charged Security:

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- STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")
- (i) all dividends, distributions and other income paid or payable on the relevant Charged Security or any asset referred to in paragraph (ii) below;
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

# "Relevant Contract" means:

- (i) each Acquisition Document;
- (ii) each Hedging Agreement; and

(each as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement)

(iii) each agreement specified in part 4 of the schedule hereto (Details of Security Assets) or specified in any Deed of Accession as a "Material Contract",

together with each other agreement supplementing or amending or novating or replacing the same;

- "Secured Parties" means each Finance Party (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) from time to time party to the Senior Facilities Agreement, any Receiver or Delegate (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) and each Mezzanine Finance Party (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement);
- "Security" 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;
- "Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;
- "Security Period" means the period beginning on 12 October 2006 and ending on the date on which:
- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (ii) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;
- "Senior Discharge Date" has the meaning given to that term in the Intercreditor Deed;
- "Senior Facilities Agreement" means a senior sterling term and multicurrency revolving facilities agreement dated 12 October 2006 and entered into between (1) Mosaic Fashions hf. (as the Parent), (2) Mosaic Fashions Finance Limited (as the Company) (3) the companies listed in part 1 of schedule 1 thereto (as the Original Borrowers), (4) the companies listed in part 1 of schedule 1 thereto (as the Original Guarantors), (5) Kaupthing Bank hf. (as Arranger), (6) the financial institution listed in part 2 of schedule 1 thereto (as Original Lender), (7) Kaupthing Bank hf. (as Agent), (8) Kaupthing Bank hf. (as Security Trustee) and (9) Kaupthing Bank hf (as the Original Issuing Bank) as amended, supplemented, novated or restated from time to time;
- "Transaction Security Documents" means each of the documents specified in:
- (a) paragraph 3(f) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement;
- (b) paragraph 13 of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement; and
- (c) clauses 27.42(b) and 27.42(f)(ii) of the Senior Facilities Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance

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in relation to the obligations of any Obligor under any Finance Document.

#### SEE ATTACHED SCHEDULE

# Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

# Addendum 4/4

- 4. Short particulars of all the property mortgaged or charged (continued)
- 2. FIXED SECURITY

# 2.1 Fixed charges

The Company charged and agreed to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest:

- (a) by way of first legal mortgage:
- (i) the Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets); and
- (ii) all other Property (if any) at 12 October 2006 vested in, or charged to, the Company (not charged by clause 4(a)(i) of the Deed);
- (b) by way of first fixed charge:
- (i) all other Property and all interests in Property (not charged by clause 4(a) of the Deed); and
- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) by way of first fixed charge all plant and machinery (not charged under clause 4(a) of the Deed or 4(b) of the Deed) and the

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benefit of all contracts, licences and warranties relating to the same;

- (d) by way of first fixed charge:
- (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4(c) of the Deed); and
- (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of the Company's stock-in-trade or work-in-progress;
- (e) by way of first fixed charge:
- (i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and
- (ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

- (f) by way of first fixed charge:
- (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;
- (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
- (iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clause 4.1(f) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (g) by way of first fixed charge:
- (i) the Intellectual Property (if any) specified in part 3 of the schedule hereto (Details of Security Assets); and
- (ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Deed);
- (h) to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge those Assigned Assets;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):
- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
- (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

# 2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

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- STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (not otherwise assigned under clause 4.2(a) of the Deed or 4.2(b) of the Deed).

To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

# 2.3 Assigned Assets

The Security Trustee shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of a Relevant Contract against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

#### 3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 (Fixed charges) of the Deed, clause 4.2 (Security assignments) of the Deed or any other provision of the Deed; and
- (b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

#### 4. CONVERSION OF FLOATING CHARGE

# 4.1 Conversion by notice

The Security Trustee may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Trustee (acting reasonably) considers those specified assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### 4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the relevant Charging Company.

# 4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
- (i) the Company creates (or attempts or purports to create) any Security (other than Permitted Security) on or over the relevant Security Asset without the prior consent in writing of the Security Trustee; or
- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

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(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Trustee receives notice of intention to appoint such as administrator (as contemplated by the Insolvency Act 1986).

#### 4.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee and/or the other Secured Parties.

# 5. CONTINUING SECURITY

#### 5.1 Continuing security

The Debenture Security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

# 5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations.

# 5.3 Right to enforce

The Deed may be enforced against the Company without the Security Trustee and/or the other Secured Parties first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

#### 6. LIABILITY OF THE COMPANY RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Company remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Security Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of any such condition or obligation.

#### 7. UNDERTAKINGS BY THE COMPANY

# 7.1 Restrictions on dealing

The Company will not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security on any of the Security Assets (except a Permitted Security); or
- (b) sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction).

# 7.2 Security Assets generally

The Company will:

- (a) not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets except as expressly permitted under the Senior Facilities Agreement (before the Senior Discharge Date) and thereafter under the Mezzanine Facility Agreement;
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect).

<sup>\*</sup>insert full name of Company

Company number

5209154

Name of company

\*insert full name of Company

\* STANTON HARCOURT INTERNATIONAL CENTRE LIMITED (the "Company")

# 7.3 Dealings with and realisation of Receivables and Collection Accounts

(a) The Company shall without prejudice to clause 10.1 (Restrictions on dealing) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables;

# 8. FURTHER ASSURANCES

#### 8.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting the Security intended to be created by the Deed;
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset; and
- (c) creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient.

#### 8.2 Specific security

Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the Company will forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment, assignation or other security over all or any of the Security Assets which are subject to or intended to be subject to any fixed security created by the Deed in favour of the Security Trustee (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed) in such form as the Security Trustee may reasonably require.

# 9. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 20 (Further assurances) of the Deed. The Company ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause.

# **SCHEDULE**

# **Details of Security Assets**

# Part 1 - Property

	e de la companya de	Registered land	er general en de la companya de la c La companya de la co
Charging Company			Title Number
Oasis Stores	The Triangle, Stanton Harcourt Industrial		ON257781
Limited	Estate, Witney, Oxfordshire OX29 5UT		

# Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
Mosaic Fashions Limited	Mosaic Fashions Finance Limited	Ordinary Shares of £1 each	8,828,900
Mosaic Fashions Finance Limited	Oasis Stores Limited	Ordinary Shares of £0.10 each	52,457,175
Oasis Stores Limited	Stanton Harcourt International Centre Limited	Ordinary Shares of £1 each	1
Oasis Stores Limited	Oasis Fashions Ireland Limited	Ordinary Shares of €1 each	2,000
Mosaic Fashions Finance Limited	Coast Stores Limited	Ordinary Shares of £1 each	89,068,001
Coast Stores Limited	Coast Stores Ireland Limited	Ordinary Shares of €1 each	1,000,000
Mosaic Fashions Finance Limited	Karen Millen Limited	Ordinary Shares of £1 each	950

Charging Company	Name of company in which shares are held	Class of shares	Number of shares
Karen Millen Limited	Karen Millen Ireland Limited	Ordinary Shares of €1 each	1,000,000
Karen Millen Holdings Limited	Karen Millen US Limited	Ordinary Shares of £1 each	1
Mosaic Fashions Finance Limited	Whistles Limited	Ordinary Shares of \$1 each	2,146
Whistles Limited	Whistle Stores Ireland Limited	Ordinary Shares of €1 each	1,000,000
Whistles Limited	Whistles International Limited	Ordinary Shares of £1 each	40,000
Whistles Limited	Whistles (Bicester) Limited	Ordinary Shares of £1 each	1
Mosaic Fashions Finance Limited	Noel Acquisitions Limited	Ordinary Shares of £1 each	22,209,692
Mosaic Fashions Finance Limited	Sonora Holdings Limited	Ordinary Shares of £1 each	64,800,020
Mosaic Fashions Finance Limited	Sonora Holdings Limited	A Ordinary Shares of £1 each	136,983,943
Noel Acquisitions Limited	Sierra Holdings Limited	Ordinary Shares of £1 each	1,000,000
Sonora Holdings Limited	Mohave Limited	Ordinary Shares of £1 each	64,800,020
Sierra Holdings Limited	Sierra Acquisitions Limited	Ordinary Shares of £1 each	1,351,256
Mohave Limited	Karen Millen Holdings Limited	A Ordinary Shares of £0.50 each	2,000,000
Mohave Limited	Karen Millen Holdings	B Ordinary Shares	1,125,758

Charging Company	Name of company in which shares are held	Class of shares	Number of shares held
Mohave Limited	Limited  Karen Millen Holdings  Limited	of £0.50 each  C Ordinary Shares of £0.50 each	874,242
Mosaic Fashions Finance Limited	Rubicon Retail Limited	Ordinary Shares of £1 each	514,500
Mosaic Fashions Finance Limited	Rubicon Retail Limited	A Ordinary Shares of £1 each	220,500
Rubicon Retail Limited	Rubicon Retail Fashion Limited	Ordinary Shares of £1.00 each	179,618
Rubicon Retail Fashion Limited	Rubicon Retail Holdings	Ordinary Shares of £1.00 each	298,166
Rubicon Retail Holdings Limited	Rubicon Retail Finance Limited	Ordinary Shares of £1 each	1
Rubicon Retail Finance Limited	Principles Retail Limited	Ordinary Shares of £0.10 each	10,000
Rubicon Retail Finance Limited	Warehouse Fashion Limited	Ordinary Shares of £0.25 each	10,000
Rubicon Retail Finance Limited	Rubicon Card Services Limited	Ordinary Shares of £1 each	1
Rubicon Retail Finance Limited	Warehouse Limited	Ordinary Shares of £1 each	556,942
Rubicon Retail Finance Limited	Volta Investments Limited	A Ordinary Shares of £1 each	200
Principles Retail Limited	Volta Investments Limited	C Ordinary Shares of £1 each	1
Principles Retail Limited	Volta Investments Limited	D - 1 Ordinary Shares of £0.01	123

Charging. Company	Name of company in which? shares are held	Class of shares	Number of sh held
en e	The second secon	each	The second secon
Principles Retail	Volta Investments Limited	D - 2 Ordinary	191
Limited		Shares of £0.01 each	
Principles Retail	Volta Investments Limited	D - 3 Ordinary	192
Limited		Shares of £0.01 each	
Principles Retail	Volta Investments Limited	D - 4 Ordinary	284
Limited		Shares of £0.01 each	
Principles Retail	Volta Investments Limited	D - 5 Ordinary	188
Limited		Shares of £0.01 each	
Warehouse	Volta Investments Limited	B Ordinary Shares	3
Fashion Limited		of £1 each	ļ
Warehouse	Volta Investments Limited	D - 6 Ordinary	580
Fashion Limited		Shares of £0.01 each	
Warehouse	Volta Investments Limited	D - 7 Ordinary	624
Fashion Limited		Shares of £0.01 each	
Warehouse	Volta Investments Limited	D - 8 Ordinary	1,000
Fashion Limited		Shares of £0.01 each	
Warehouse	Volta Investments Limited	D - 9 Ordinary	1,000
Fashion Limited		Shares of £0.01	

Charging Company	Name of company in which: shares are held	Class of shares	Number of shares
		each	
Warehouse Fashion Limited	Volta Investments Limited	D - 10 Ordinary Shares of £0.01 each	93
Warehouse Fashion Limited	Volta Investments Limited	D - 11 Ordinary Shares of £0.01 each	96
Warehouse Fashion Limited	Volta Investments Limited	D - 12 Ordinary Shares of £0.01 each	93
Warehouse Fashion Limited	Volta Investments Limited	D - 13 Ordinary Shares of £0.01 each	101
Warehouse Fashion Limited	Volta Investments Limited	D - 14 Ordinary Shares of £0.01 each	108
Rubicon Retail Limited	Studio Group Holdings Limited	Ordinary Shares of £1 each	1,000,000
Studio Group Holdings Limited	The Shoe Studio Group Holdings Limited	Ordinary Shares of £1 each	1,353,161
The Shoe Studio Group Holdings Limited	Roberto Vianni Limited	Ordinary Shares of £1 each	2
The Shoe Studio Group Holdings Limited	The Shoe Studio Group Limited	New Ordinary Shares of £1 each	2,149,998
The Shoe Studio Group Holdings	Pied a Terre	Ordinary Shares of £1 each	2

Charging Company Limited		e held:	which	Class of shares held	Number of shares held
The Shoe S	Rayne Sho	oes (1994) I	Limited	Ordinary Shares of £1 each	2
The Shoe S	 Bertie Sho	oes Limited		Ordinary Shares of £1 each	1,850,000
The Shoe S	Studio Limited	Group	Brands	Ordinary Shares of £1 each	2

Part 3 - Intellectual Property

County & Bradenard mame	(Class)		Application No&	Renewal Date & Ounn	Status
AE United Arab	35	20/04/2004	20/04/2004	20/04/2014	Registered
Emirates		51731	60254	-	
COAST					
AE United Arab	25	20/04/2004	20/04/2004	20/04/2014	Registered
Emirates		50097	60253		
COAST					
AE United Arab	18	20/04/2004	20/04/2004	20/04/2014	Registered
Emirates		50095	60252		
COAST					
AE United Arab	14	20/04/2004	20/04/2004	20/04/2014	Registered
Emirates		50096	60251		
COAST					
AE United Arab	25	05/10/04	05/10/2004	05/10/2014	Registered
Emirates		54377	64038		
COAST IN					
ARABIC					
AE United Arab	18	05/10/04	05/10/2004	05/10/2014	Registered
Emirates		54378	64037		
COAST IN					
ARABIC					
AE United Arab	35	05/10/04	05/10/2004	05/10/2014	Registered
Emirates		54378	64039		
COAST IN		: •			
ARABIC					
AE United Arab	14	19/03/2003	19/03/2003	18/03/2013	Registered
Emirates		43498	52172		
COAST					
LONDON					
AE United Arab	18	19/03/2003	19/03/2003	18/03/2013	Registered
Emirates					

Comic & Trademark Tame	Class	The state of the s	Application No & Date		
COAST		43501	52173		
AE United Arab Emirates COAST LONDON	14	19/03/2003 43516	19/03/2003 52174	18/03/2013	Registered
AE United Arab Emirates COAST LONDON	35	19/03/2003 43515	19/03/2003 52175	18/03/2013	Registered
AE United Arab Emirates OASIS	3	28/09/1995 2365	02/03/1994 5296	02/03/2004	Registered Under Renewal
AE United Arab Emirates OASIS (English & Arabic)	25	02/03/1998	23/09/1995 12836	23/09/2006	Under Renewal
AE United Arab Emirates OASIS (English & Arabic)	14	06/11/1996 14745	06/11/1996 19246	06/11/2006	Registered
AE United Arab Emirates OASIS (English & Arabic)	18	06/11/1996 14756	06/11/1996 19247	06/11/2006	Registered
AE United Arab Emirates ODILLE	24	22/04/2004 53046	20/04/2004 60249	20/ 04/2014	Registered
AE United Arab Emirates ODILLE	25	22/04/2004 53045	20/04/2004 60250	20/04/2014	Registered

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		05400000	0511010001		
AE United Arab Emirates	14	05/10/2006	05/10/2004	05/10/2014	Registered
COAST IN		54379	64036		
ARABIC					
AU Australia	2 20 24	02/08/2006	02/08/2015	02/08/2015	D di
	3, 20, 24, 25		02/06/2015	02/08/2015	Pending
ODILLE		1112851			
AU Australia	25	11/11/1991	11/11/1991	11/11/2008	Registered
OASIS		566933	A566933		
AU Australia	03, 14, 18,	19/01/2001	29/09/1998	29/09/2008	Registered
OASIS	35	774400	774400		
AU Australia	25, 42	18/12/1998	01/03/1995	01/03/2015	Registered
OASIS SERIES		654551	654551		
BH Bahrain	14		17/05/2004	17/05/2014	Pending
COAST			41355		
BH Bahrain	18		17/05/2004	17/05/2014	Pending
COAST			41356	•	
BH Bahrain	25		15/05/2004	15/05/2014	Pending
COAST			41357		
					1
BH Bahrain	35		17/05/2004	17/05/2014	Pending
COAST			41358		
BH Bahrain	18		17/05/2004	17/05/2014	Pending
COAST			41356		
BH Bahrain	25		15/05/2004	15/05/2014	Pending
COAST			41357		
BH Bahrain	25	30/09/1995	30/09/1995	30/09/2006	Registered
OASIS		19388	1280/95		Renewed
BH Bahrain	14	07/08/1996	07/08/1996	07/08/2006	Registered
OASIS		20832	1369/96		Renewed

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neme			и	0111 <b>1</b> 711	
BH Bahrain	18	07/08/1996	07/08/1996	07/08/2006	Registered
OASIS		20833	1370/96		Renewed
BH Bahrain	25	27/11/1995	27/11/1995	27/11/2006	Registered
OASIS IN ARABIC		19661	1595/95	: :	Renewed
BH Bahrain	18	07/08/1996	07/08/1996	07/08/2006	Registered
OASIS IN ARABIC		20830	1367/96		Renewed
BH Bahrain	14	07/08/1996	07/08/1996	07/08/2006	Registered
OASIS IN ARABIC		20831	1368/96		Renewed
BH Bahrain	24		12/04/2004	12/04/2014	Pending
ODILLE			41160		
BH Bahrain	25		12/04/2004	12/04/2014	Pending
ODILLE			41161		
BX Benelux	03, 14, 16,	10/12/1993	10/12/1993	10/12/2013	Registered
OASIS	18, 25	548121	807838		
CA Canada	14,18, 25,		28/06/2004		Pending
COAST	35		1221741		
CH Switzerland	13,14, 18,	22/03/1994	22/03/1994	22/03/2014	Registered
OASIS	25	420880	2141/1994/8		
CH Switzerland	35	01/05/1998	01/05/1998	01/05/2008	Registered
OASIS		455375	03514/1998		
CN China	25	14/07/2004	14/01/2002	13/02/2014	Registered
OASIS		3071087	3071087		
CN China	18, 25, 35		04/12/2002	04/12/2012	Pending

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OASIS -				794257		
CN China		18		26/02/2004		Pending
OASIS	in			3928860		
Chinese						
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CN China		25		26/02/2004		Pending
OASIS	in			3928859		
Chinese						
Characters						
CN China		18		14/09/2004		Pending
OASIS	in			4268896		
Chinese						
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CN China		25		14/09/2004		Pending
OASIS	in			4268895		
Chinese						
Characters				-		
CY Cyprus		25		11/07/2000		Pending
OASIS				57028		Adverti
CY Cyprus		14		11/07/2000		Pending
OASIS				57026		Adverti
CY Cyprus		18		11/07/2000		Pending
OASIS				57027		Adverti
DE Germany		14,18, 25	08/12/1993	08/12/1993	08/12/2013	Registe
OASIS			2097227	016641/14 WZ		
DK Denmark		3, 14,	18/12/2000	21/07/2000	18/12/2010	Registe
OASIS		18,25, 35	2000 05909	2000 03160		
DK Denmark		03, 14, 18,	12/01/2000	20/05/1994	12/01/2010	Registe
OASIS LOGO	)	25	2000 00225	3624/1994		
EM Europ	ean	3, 9, 14, 18,		11/04/2006	11/04/2015	Pending

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Mark (OHIM)	25, 35		4382339		Advertised
COAST	,				,
EM European	3, 14, 18,		01/04/1996	·	Pending
Mark (OHIM)	21, 25		206250		
OASIS					
EM European	03, 20, 24,	17/03/2004	17/03/2014	Registered	
Mark (OHIM)	25	3716644			
ODILLE		1		<u> </u>	}
FI Finland	14, 18, 25,	27/07/2001	15/03/16	Registered	
OASIS	35	T200102337			
FR France	03, 14, 18,	30/12/1993	30/12/1993	30/12/2013	Registered
OASIS	25	93499068	93/499068		
GB United	16, 18, 25	08/04/2004	08/04/2004	08/04/2014	Registered
Kingdom		2360617	2360617		
LOVE ROSA					
(series of 2)					
GB United	16	17/06/2000	17/06/2000	17/06/2010	Registered
Kingdom		2236386	2236386		
OASIS					
GB United	35	23/08/2000	23/08/2000	23/08/2010	Registered
Kingdom		2243429	2243429	}	
OASIS					
GB United	03, 05, 21	24/09/1919	24/09/1919	24/09/2013	Registered
Kingdom		395527A	395527A		
OASIS					
GB United	03	08/11/1977	08/11/1977	08/11/2008	Registered
Kingdom		1086263A	1086263A		
OASIS					
GB United	25	29/07/1985	29/07/1985	29/07/2006	Registered
Kingdom					

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name OASIS		1247151	1247151	£0mm	P. 10
GB Unite	d   18	09/12/1993	09/12/1993	09/12/2010	Registered
Kingdom		1556079	1556079		
OASIS				_	
GB Unite	d 24	26/04/1995	26/04/1995	26/04/2015	Registered
Kingdom OASIS		2020040B	2020040B		
GB Unite	d 14, 25	14/10/2002	14/10/2002	14/10/2012	Registered
Kingdom		2313153	2313153		
OASIS					
GB Unite	d 9	13/05/2003	13/05/2003	13/05/2013	Registered
Kingdom		2331947	2331947		
OASIS					
GB Unite	d 25	04/07/2003	04/07/2003	04/07/2013	Registered
Kingdom		2336917	2336917		
OASIS					
GB Unite	d 20, 24		29/10/2004	29/10/2014	Pending
Kingdom			2376866		Advertised
OASIS		<u> </u>			
GB Unite	d 14	20/01/1989	20/01/1989	20/01/2006	Registered
Kingdom		1370546	1370546		
OASIS DEVICI	3				
GB Unite	d 03	25/03/1994	25/03/1994	25/03/2011	Registered
Kingdom		1566825	1566825		
OASIS DEVIC	Ξ				
GB Unite	d 18	25/03/1994	25/03/1994	25/03/2011	Registered
Kingdom		1566826	1566826		
OASIS DEVIC	∃				
GB Unite	d 25	20/01/1989	20/01/1989	20/01/2006	Registered
Kingdom		1370731	1370731		
OASIS LOGO					

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Tharteneral name		বিনিয়ার ক্রিকার	Date	Date & Offine	
		20/01/1000	20/01/1000		
GB United	14	20/01/1989	20/01/1989	20/01/2006	Regist
Kingdom		1370699	1370699		
OASIS LOGO					<del> </del>
GB United	25	20/01/1989	20/01/1989	20/01/2006	Registe
Kingdom		1370547	1370547		
OASIS LOGO	:				
GB United	20	13/07/1978	13/07/1978	13/07/2009	Registe
Kingdom		1098669	1098669		
OASIS Trading					
Palm Device		·			
GB United	25	13/07/1978	13/07/1978	13/07/2009	Registe
Kingdom		1098670	1098670		
OASIS Trading					
Palm Tree					
Device	<u> </u>				
GB United	03, 20, 24,	22/02/2006	22/02/2006	22/02/2015	Registe
Kingdom	25	2385058	2385058		
ODILLE OASIS	]				
stylised					
GB United	18, 25	20/12/2000	20/12/2000	20/12/2010	Registe
Kingdom		2256357	2256357		
URBAN OASIS	<b>i</b>	<u> </u>			
GB United	25	26/11/1993	26/11/1993	26/11/2010	Registe
Kingdom		1554723	1554723		- 158.51
WASH AND			1331.23		
WEAR DEVICE					
GI Gibraltar	35	23/08/2000	23/08/2010	23/08/2010	Registe
COAST		9380	9380		3.1.
	<u> </u>				
CI Ciblta	14 19 25	02/06/1000	00/06/1000	02/04/2009	Dar.
GI Gibraltar	14, 18, 25	02/06/1998	02/06/1998	02/06/2008	Registe

Connty & Tiradonast	Class	Registration No. Widens	Aygulterijon kto. Djaje	Renavel Defesiv	Spins 2
deme				Quinn	
COAST	The second secon	9347	9347		
GI Gibraltar	3	02/06/1998	02/06/1998	02/06/2008	Registered
COAST		9346	9346		
GI Gibraltar	3	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9334	9334		
GI Gibraltar	9	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9337	9337		]   
GI Gibraltar	35	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9341	9341		Į.
GI Gibraltar	14, 25	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9335	9335		
GI Gibraltar	16	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9338	9338		
GI Gibraltar	18	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9336	9336		
GI Gibraltar	24	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9339	9339		
GI Gibraltar	25	19/12/2006	19/12/2006	19/12/2015	Registered
OASIS		9340	9340		
HK Hong Kong	25	15/08/1995	15/08/1995	15/08/2016	Registered
OASIS		6307/1998	10068/95		
HK Hong Kong	42	15/08/1995	15/08/1995	15/08/2016	Registered
OASIS		787/1998	10069/95		1
HK Hong Kong	9	04/04/2003	04/04/2003	03/04/2016	Registered
OASIS		300002627	300002627		Ì
HK Hong Kong	18, 25	26/02/2004	25/02/1995	25/02/2014	Registered
OASIS Chinese		300166040	300166040		
Characters					
HK Hong Kong	14	15/08/1995	15/08/1995	15/08/2016	Registered

County & Theorements		Registrations No. Educations	Appiliertion Vol. (*) Idric	Rendvell Date-W	Steffne)
trame			and the second second	Orimi :	
OASIS		854/97	10066/95		
HK Hong Kong	18	15/08/1995	15/08/1995	15/08/2016	Registered
OASIS		855/97	10067/95		
HK Hong Kong	25	15/08/1995	15/08/1995	15/08/2016	Registered
OASIS		6307/97	10068//65		
HK Hong Kong	42	15/08/1995	15/08/1995	15/08/2016	Registered
OASIS		787/1998	10069/95		
ID Indonesia	25	15/08/1997	15/08/1997	21/11/1995	Registered
OASIS & logo		3820576	D95 21846		under renewal
ID Indonesia	24		23/08/2006	23/08/2015	Pending
ODILLE			D00 2006 016252		
ID Indonesia	3		23/08/2006	23/08/2015	Pending
ODILLE			D00 2006 016262		
ID Indonesia	25		23/08/2006	23/08/2015	Pending
ODILLE			D00 2006 016254		
ID Indonesia	20		23/08/2006	23/08/2015	Pending
ODILLE			D00 2006 016263		<u> </u>
IE Ireland	16	19/06/2000	19/06/200	18/06/2010	Registered
OASIS		226478	00/2266		
IE Ireland	25	14/03/1994	14/03/1994	13/03/2011	Registered
OASIS		166336	94/1645		
IE Ireland	18	14/03/1994	14/03/1994	13/03/2011	Registered
OASIS		166335	94/1644		
IE Ireland	14	14/03/1994	14/03/1994	13/03/2011	Registered
OASIS		166335	94/1643	1	
IE Ireland	03	01/11/1977	01/11/1977	31/10/2008	Registered
OASIS		93899			
IE Ireland	25	14/03/1994	14/03/1994	13/03/2011	Registered

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County & Realtainerth	Class	Registration No.	Anglication No. S Date	Renaval Dan &	Saus :
trainte			Ti Li	Quint,	
OASIS DEVICE		159638	94/1654		
IE Ireland	18	14/03/1994	14/03/1994	13/03/2011	Registered
OASIS DEVICE		159637	94/1653		
IE Ireland	14	14/03/1994	14/03/1994	13/03/2011	Registered
OASIS DEVICE		159636	94/1652		
IE Ireland	03	14/03/1994	14/03/1994	13/03/2011	Registered
OASIS DEVICE		159635	94/1651		
IE Ireland	25	14/03/1994	14/03/1994	13/03/2011	Registered
WASH AND		161602	94/1650		
WEAR LABEL					
IL Israel	25	12/06/1996	12/06/1996	12/06/2017	Registered
OASIS		105748	105748		,
IN India	25		25/11/2004		Pending
OASIS			1322303		Advertised
	•				
IN India	3, 9, 14, 16,				Unfiled
OASIS	18, 21, 24,				
	25				
IL Israel	25		12/06/1996	12/06/1996	Registered
OASIS			105748	105748	
IN India	25		25/11/2004	25/11/2004	Pending
OASIS			1322303	1322303	Advertised
IN India	3, 20, 24,		19/09/2006		Pending
ODILLE	25		1385618		
IS Iceland	16, 18, 25	04/02/2006	19/08/2006	04/02/2015	Registered
LOVE ROSA		101/2006	2203/2004		
Logo					
IS Iceland	24	06/10/2004	30/03/2004	06/10/2014	Registered
ODILLE		764/2004	882/2004		

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IS Iceland	25	06/10/2004	30/03/2004	06/10/2014	Registered
ODILLE		765/2004	883/2004		
IT Italy	03, 14, 18,	18/09/1996	21/01/1994	21/01/2004	Registered
OASIS	25	686544	Rm94c000244		Under Renewal
JO Jordan  COAST IN  ARABIC &  ENGLISH	14		14/02/2006		Pending
JO Jordan  COAST IN  ARABIC &  ENGLISH	9		14/02/2006		Pending
JO Jordan  COAST IN  ARABIC &  ENGLISH	18		14/02/2006		Pending
JO Jordan  COAST IN  ARABIC &  ENGLISH	35	14/02/05 78850	14/02/2006 78850	14/02/2015	Registered
JO Jordan OASIS (English and Arabic)	25	17/09/1995 7190	17/09/1995 39297	17/09/2012	Registered
JO Jordan OASIS (English and Arabic)	9	14/02/2002 79598	14/02/2006 79598	14/02/2015	Registered
JO Jordan	14	14/02/2006	14/02/2006	14/02/2015	Registered

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ក្នុងប្រ				Onime	
OASIS (English		75053	79053		
and Arabic)					
JO Jordan	18	14/02/2006	14/02/2006	14/02/2015	Registe
OASIS (English and Arabic)		79054	79054		
JO Jordan	42		14/02/2006	14/02/2006	Registe
OASIS (English & Arabic)			80105	80105	
JP Japan	25	01/08/1997	07/04/1994	01/08/2007	Registe
OASIS		4038272	6-35223		
JP Japan	24, 25	28/01/1983		28/01/2013	Registe
OASIS		1564122-2			
JP Japan	18	14/11/1997	07/04/1994	14/11/2007	Registe
OASIS		3359841	6-35222		
JP Japan	14	03/04/1998	07/04/1994	03/04/2008	Registe
OASIS		4132461	6-35221		
KR Korea, South	25	05/04/2006	22/12/2003	04/04/2015	Registe
OASIS		613590	2003-56609		
KW Kuwait	25	15/06/2003	15/06/2003	15/06/2013	Registe
COAST LONDON		50352	59881		
KW Kuwait	25	24/10/1995	24/10/1995	23/10/2006	Registe
OASIS		29906	32194		
KW Kuwait	03	23/07/1997	23/07/1997	23/07/2007	Registe
OASIS	1	34848	37214		
KW Kuwait	14	23/07/1997	23/07/1997	23/07/2007	Registe
OASIS	1	33485	37215		
KW Kuwait	18	23/07/1997	23/07/1997	23/07/2007	Registe
OASIS	1	33504	37216		

Connty & Theotomerik Onno	Class	Registration No & Date	Application No & Date	Renewal Daje & Onjmi	Serits
KW Kuwait	25	23/07/1997	23/07/1997	23/07/2007	Registered
OASIS (English		45864	37217		
& Arabic)					
KR Korea, South	9, 35	21/05/2003	2105/2003	21/05/2013	Registered
OASIS		805951	805951		
KW Kuwait	14				Unfiled
COAST					1
KW Kuwait	18				Unfiled
COAST	10				Office
KW Kuwait	25				Unfiled
COAST		_			
KW Kuwait	18				Unfiled
COAST IN					
ARABIC					
KW Kuwait	35				Unfiled
COAST IN					
ARABIC			}		
KW Kuwait	35				Unfiled
COAST					<u> </u>
KW Kuwait	14				Unfiled
COAST IN	11				Cimica
ARABIC					
	05				TT C1. 1
KW Kuwait	25				Unfiled
COAST IN ARBAIC					
KW Kuwait	25	23/07/1997	23/07/1997	23/07/2007	Registered
Oasis (English &		45864	37217		į
Arabic)					
KW Kuwait	24				Unfiled

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name ODILLE				Ortim	
KW Kuwait	25				Unfile
ODILLE					
MT Malta	14		28/01/2006		Pendin
OASIS			43117		
MT Malta	18		28/01/2006		Pendin
OASIS			43118		
MT Malta	25		28/01/2006		Pendin
OASIS			43119		
MT Malta	35	25/01/2006	28/01/2006	28/01/2015	Registe
OASIS		43116	43116		
MT Malta	14	25/10/02	25/10/2002	25/10/2012	Registe
OASIS		02013331	02013331		
MT Malta	18		25/10/2002		Suspen
OASIS			2002-13332		
MT Malta	25		25/10/2002		Suspen
OASIS			2002-13333		
MT Malta	35		25/10/2002		Pendin
OASIS			2002-13334		
MY Malaysia	9		14/04/2003	14/04/2013	Pendin
OASIS	į		03004349		Advert
MO Macau	3	09/11/2006	03/08/2006	09/11/2012	Registe
ODILLE		N/018083	N/18083		
MO Macau	20	09/11/2006	03/08/2006	09/11/2012	Registe
ODILLE		N/018084	N/18084		
MO Macau	25	09/11/2006	03/08/2006	09/11/2012	Registe
ODILLE		N/018086	N/18086		
MO Macau	24	09/11/2006	03/08/2006		

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County & Thirdemark maine	Class	Registration No Sidne	Application/No& Date	Renewal Date & Quinn	Sein
ODILLE	and the state of t	N/018085	N/18085	The state of the s	
MY Malaysia	20		05/08/2006	05/08/2015	Pendir
ODILLE			05013180		
MY Malaysia	3		05/08/2006	05/08/2015	Pendir
ODILLE			05013179		
MY Malaysia	25		05/08/2006	05/08/2015	Pendir
ODILLE			05013182		
NO NORWAY	03,20, 24,	12/09/05	10/08/2004	12/09/2015	Regist
COAST	25	228 121	200408232		
NO Norway ODILLE			2004 05912		Regist
		15/00/1005	15/00/1005	15/00/0016	
NZ New Zealand OASIS	03	15/09/1995 253610	15/09/1995 253610	15/09/2016	Regist
NZ New Zealand	14	15/09/1995	15/09/1995	15/09/2016	Regist
OASIS		253611	253611		
NZ New Zealand	18	15/09/1995	15/09/1995	15/09/2016	Regist
OASIS		253612	253612		
NZ New Zealand	3, 20, 24,	08/08/2006	08/08/2006	08/08/2015	Regist
	25	733774	733774		
NZ New Zealand	25	19/06/1981	19/06/1981	19/06/2016	Regist
OASIS		137603	137603		
OM Omam	14	21/09/05	23/02/2003	23/02/2013	Regist
COAST		30024	30024		
LONDON					
OM Oman	35	21/09/2006	23/02/2003	23/02/2013	Regist
COAST LONDON		30025	30025		Renew

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OM Oman	25	21/09/05	23/02/2003	23/02/2013	Registered
COAST		30026	30026		
LONDON					
OM Oman	25	05/09/1995	05/09/1995	05/09/1995	Registered
COAST		12155	12155		
LONDON					
(English &					
Arabic)					
OM Oman	14	02/11/1996	02/11/1996	02/11/2006	Registered
COAST		14552	14552		
LONDON					
(English &					
Arabic)					
OM Oman	18	02/11/1996	02/11/1996	02/11/2006	Registered
COAST		14553	14553		
LONDON					
(English &					
Arabic)				}	
OM Oman	25	22/10/2006	15/08/2004	17/03/2014	Registered
ODILLE		810/96	34118		[ 
OM Oman	24	22/10/2006	15/08/2004	17/03/2014	Registered
ODILLE		810/95	34117		
OM Oman	20		15/08/2004	17/03/2014	Pending
ODILLE			34116		
OM Oman	03		15/08/2004		Pending
ODILLE			34115		Advertised
PH Philippines	14, 18, 25		17/03/2003		Pending
OASIS			4-2003-0002475		
PH Philippines	14, 18, 25		17/03/2003		Pending
OASIS			4-2003-0002475		
PH Philippines	9, 35		14/05/2003		Pending

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OASIS		_	4-2003-04312		
PH Philippines	3, 20, 24,	03/08/2006			Pending
ODILLE	25	4-2006-007414			i
OM Oman	3	15/08/2004	15/08/2014	15/08/2014	Pending
ODILLE		34115			Advertised
PH Philippines	14, 18, 25	17/03/2003			Pending
OASIS		4-2003-0002475			
PH Phillipines	9, 35		14/05/2003		Pending
OASIS			4-2003-04312		]
PH Phillipines	3, 20, 24,	03/08/2006			Pending
Odille	25	4-2006-007414			
QA Qatar	14		22/02/2003		Pending
COAST			29229		
LONDON			- Indiana	<u> </u>	
QA Qatar	18		22/02/2003	22/02/2013	Pending
COAST			29231	}	
LONDON					
QA Qatar	25			 	
COAST			<u> </u>		}
LONDON					
QA Qatar	35		22/02/2003	22/02/2013	Pending
COAST			29232		
LONDON					
QA Qatar	03	22/09/1996	22/09/1996	22/09/2006	Registered
OASIS & ARABIC		15688	15688		Renewed
QA Qatar	14	22/09/1996	22/09/1996	22/09/2006	Registered
OASIS & ARABIC		15689	15689		Renewed

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QA Qatar OASIS & ARABIC	18	22/09/1996 15690	22/09/1996 15690	22/09/2006	Registered
QA Qatar OASIS (English & Arabic)	25	12/10/2002 14290	04/12/2002 14290	04/12/2006	Registered
QA Qatar ODILLE	24		14/04/2004 32197	14/04/2014	Pending
QA Qatar ODILLE	25		14/04/2004 32198	14/04/2014	Pending
SA Saudi Arabia COAST LONDON	14	04/03/2003	04/03/2003 81509	07/11/2012	Registered
SA Saudi Arabia COAST LONDON	18	04/03/2003 781/87	04/03/2003 81510	07/11/2012	Registered
SA Saudi Arabia COAST LONDON	25	04/03/2003 753/33	04/03/2003 81512	07/11/2012	Registered
SA Saudi Arabia COAST LONDON	35	04/03/2003 711/60	04/03/2003 81511	04/11/2012	Registered
SA Saudi Arabia OASIS (English & Arabic)	25	27/10/1996 387/54	15/10/1995 31280	17/06/2006	Registered Under Renewal
SA Saudi Arabia OASIS (English & Arabic)	14	01/02/2000 518/97	19/12/1998 47234	19/08/2008	Registered
SA Saudi Arabia	18	13/06/2000	19/12/1998	24/08/2008	Registered

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OASIS (English		534/28	47235		
& Arabic)					
SA Saudi Arabia	25	22/10/2006	10/08/2004	17/03/2014	Regi
ODILLE		810/96	91516		
SA Saudi Arabia	24	22/10/2006	10/08/2004	17/03/2014	Regi
ODILLE		810/95	91515		
SA Saudi Arabia	20	22/10/2006	10/08/2004	17/03/2014	Regi
ODILLE		810/94	91514		
SA Saudi Arabia	03	02/12/2006	10/08/2004	17/04/2014	Regi
ODILLE		815/25	91513		
SG Singapore	25	12/05/2006	12/05/2015	12/02/2015	Regi
COAST		T05/07854A	T05/07854A		
SG Singapore	18	12/05/2006	12/05/2015	12/05/02015	Pend
COAST		T05/07853C			
SG Singapore	14	12/05/2006	12/05/2015	12/05/2015	Pend
COAST		T05/07851G			Adve
TH Thailand	18	04/07/2003	04/07/2003	003/07/2013	Regi
OASIS		Kor205612	523330		
TH Thailand	14	04/07/2003	04/07/2003	03/07/2013	Regi
OASIS	<u> </u>	Kor201663	5233329		
TH Thailand	35		04/07/2003		Pend
OASIS			523331		
TH Thailand	25	· · · · · · · · · · · · · · · · · · ·	26/08/2006	26/08/2015	Pend
ODILLE			601203		Adve
TR Turkey	14, 18, 25,	20/08/2001	20/08/2001	20/08/2011	Regi
OASIS	42	2001/16524	78434/21		
TW Taiwan	25	01/05/1992		30/04/2012	Regi
OASIS		558482			
TW Taiwan	14	16/04/1992		15/04/2012	Regis

Conns & Tiledenadk tiertie	Class.		Application No.2s Date		Status
OASIS		557620			
TW Taiwan	18	31/10/1994	01/04/1994	31/10/2014	Registered
OASIS		660059	149483-025761		
TW Taiwan	25	16/12/1996	01/08/1995	15/12/2006	Registered
OASIS		741144	84-038691		ļ 1
TW Taiwan	35	16/04/2004	14/042003	15/04/2014	Registered
OASIS		1095153	92017868		
TW Taiwan	14, 18, 25,				
OASIS	35				
LONDON				!	
TW Taiwan	3, 20, 24,				Registered
ODILLE	25				<u> </u> 
US United States	3, 9, 14, 25	-11			Pending
of America					Advertised
OASIS					
US United States	18		76/312144		Pending
of America					
OASIS					
US United States	3, 20, 24,		13/08/2004		Pending
of America	25		76606941		
ODILLE					
US United States	35		13/08/2004		Pending
of America ODILLE			76/607942		Advertised
	0 14 10	00/11/0004	05/00/0000	05/00/2012	D
VN Vietnam	9, 14, 18, 25, 35	02/11/2004	25/08/2003	25/08/2013	Registered
OASIS	20, 55	58229	4200307276	]	
WO.	14 10 05	04/10/2002	04/12/2003	04/10/2010	D
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered

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iinnig s	Karakera Aries		10 mar 20 ma	(Qutting)	a es acomo
International	35	794257	794257		
Registration					
OASIS					
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35 .	794257	794257		<u>.</u>
Registration				!	
OASIS					
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration					
OASIS					
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration					
OASIS					
wo	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration					
OASIS					
wo	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration					
OASIS					
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration		  -  -			
OASIS		}		<u> </u>	
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration					
OASIS	}			1	1
WO	35	04/12/2002	04/12/2002	04/12/2012	Registered

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denne			idenc	Omm :	
International		794257	794257		
Registration					
OASIS					
WO	14, 18, 25,	04/12/2002	04/12/2002	04/12/2012	Registered
International	35	794257	794257		
Registration					
OASIS					
WO	3, 9, 35	21/05/2003	21/05/2003	21/05/2013	Registered
International		805951	805951		
Registration		:			
OASIS					
WO	3, 9, 35	21/05/2003	21/05/2003	21/05/2013	Registered
International		805951	805951		
Registration					
OASIS	 			-	
wo	9	10/06/2006	10/06/2015	10/06/2015	Registered
International		860451	860451		
Registration					
OASIS					}
WO	3, 20, 24,	02/08/2006	02/08/2015	02/08/2015	Registered
International	25	881536	881536		
Registration					
ODILLE					

The state of the s		Registration No.	Application No.&	Renewal	Status
innommak.		&Dair	Date	Date &	
				Omin .	
Coms, &					
Dentemals					
maine .					
AU Australia	9, 14, 18,		04/10/2006	Pending	
COAST	25, 35		1079074		

Thadonark Schedule	This was	RegishermonNo &Date	Application No Action	Renewal Date & Ouinn	Seius
memte					
	4, 18, 25	12/05/2006	12/05/2006	12/05/2015	Registered
COAST			53970/2006		
	.5	15/06/1996	15/06/1996	15/06/2016	Registered
Kingdom		2102894	2102894		
CAFÉ COAST					
GW United 3	5	23/08/2000	23/08/2000	23/08/2010	Registered
Kingdom		2243432	2243432		į
COAST					:
GB United 0	3	02/06/1998	02/06/1998	02/06/2008	Registered
Kingdom		2168211B	2168211B		
COAST &					
DEVICE (series					
3)					
GB United 1	4, 18, 25	02/06/1998	02/06/1998	02/06/2008	Registered
Kingdom		2168211A	2168211A		
COAST &					
DEVICE (Series					
3)					
GB United 1	4, 18, 25,	05/10/2004	05/10/04	05/10/2014	Registered
Kingdom 3	5	2374763	2374763		!
COAST IN					
ARABIC					
GB United 2	25	16/07/1996	16/07/1996	16/07/2016	Registered
Kingdom		2105267	2105267		
COAST LOGO					
GB United 1	4, 18, 35	05/05/2006	05/05/2016	Pending	05/05/2006
Kingdom		2421135			2421135
COAST					
LONDON					

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Paril 2 (Coasi Thardemark Schedinte (County & Thardemark mamo	Class	Registration No.	Application No. 8. Date	Renaval Date & Quinn	Status
GB United Kingdom COAST LONDON	25	09/12/1996 2117982	09/12/1996 2117982	09/12/2016	Registered
HK Hong Kong COAST	3, 9, 14, 18, 25, 35	15/012/2006 300548884	15/12/2012	Pending	15/012/200 6 300548884
IS Iceland COAST	14, 18, 25, 35	31/08/05 737/2006	01/02/2006 237/2006	31/08/2015	Registered
NZ New Zealand COAST	14, 18, 25, 35	03/10/2006 736528	03/10/2012	Pending	03/10/2006 736528
TR Turkey COAST LONDON	14, 18, 25, 35	06/03/2003 2003/04821	06/03/2003 22563/23	06/03/2013	Registered
WO International Registration COAST	14, 18, 25, 35		21/09/2004 852427		Pending

The demands		& Date.	Application No & Date	Date (S	
EG Egypt WHISTLES	9		05/04/2006 185707	05/04/2016	Pending
EG Egypt WHISTLES	14		05/04/2006 185708	05/04/2016	Pending
EG Egypt WHISTLES	18		05/04/2006 185709	05/04/2016	Pending

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EG Egypt	25		05/04/2006	05/04/2016	Pending
WHISTLES			185710		
EG Egypt	35		05/04/2006	05/04/2016	Pending
WHISTLES			185711		
EM European	3, 9, 14, 18,	05/05/2006	05/05/2006	05/05/2015	Registered
Mark (OHIM) WHISTLES	25, 35	4421905	4421905		
EM European	3, 14, 16,	06/08/1998	06/08/1998	06/08/2008	Registered
Mark (OHIM) WHISTLES	18, 20 , 21, 24, 25	904342	904342		
EM European	14, 18, 25	09/11/1999	09/11/1999	09/11/2009	Registered
Mark (OHIM)		1376565	1376565		
WHISTLES					
DIRECT					
EM European	14, 18, 25	06/05/1999	06/05/1999	06/05/2009	Registered
Mark (OHIM)	•	1163955	1163955		
WHISTLES					
EXPRESS					
GB United	25, 35	01/08/2002	01/08/2002	01/08/2012	Registered
Kingdom WHISTLES		2306986	2306986		
GB United	42	04/04/1987	04/04/1987	04/04/2008	Registered
Kingdom		1306213	1306213		
WHISTLES					
GB United	25, 35	01/08/2002	01/08/2002	01/08/2012	Registered
Kingdom		2306986	2306986		
WHISTLES					
GB United	25, 35	01/08/2002	01/08/2002	01/08/2012	Registered
Kingdom		2306989	2306989		
WHISTLES					
(STYLISED)					

Commonwealth   Comm	County 35 Begdengisk	Class		Application No & Date	Renavel DateR	Strint
Kingdom   WHISTLES   EXPRESS     2196619   2196619   2196619   2196619     2	neme .	4			Omm:	
WHISTLES EXPRESS         18, 25, 35         23/06/2006 300665677         Pending           WHISTLES         3, 9, 14, 18, 03/10/2006 11/07/2006 11/07/2006 03/10/2015 1838/2006         03/10/2015 03/10/2015 1838/2006         Registered           WHISTLES 25, 35         840/205 1838/2006 11101899         Pending           WHISTLES DIRECT         11101899         Pending           JP Japan WHISTLES EXPRESS         111033034         Pending           MO Macau WHISTLES         27/06/06 27/06/2013 Pending         Pending           WHISTLES         N/22896         27/06/2013 Pending           WHISTLES         N/22895         Pending           MO Macau WHISTLES         18         27/06/2006 27/06/2013 Pending           WHISTLES         N/22894         Pending           MY Malaysia WHISTLES         25         2000-11661         Pending           MY Malaysia WHISTLES         18         2000-11662         Pending           MY Malaysia WHISTLES         35         23/06/2006 23/06/2016 Pending         Pending           SG Singapore         18         08/08/2000 08/08/2000 08/08/2000 08/08/2010 Registered	GB United	14, 18, 25	08/05/1999	08/05/1999	08/05/2009	Registered
EXPRESS         Image: Company of the company of	Kingdom		2196619	2196619		
HK Hong Kong   18, 25, 35   23/06/2006   300665677						
WHISTLES         300665677         Registered           IS Iceland         3, 9, 14, 18, 25, 35         11/07/2006         03/10/2015         Registered           WHISTLES         25, 35         840/205         1838/2006         Pending           JP Japan         25         1110399         Pending           WHISTLES EXPRESS         11033034         Pending           MO Macau         35         27/06/06         27/06/2013         Pending           WHISTLES         25         27/06/2006         27/06/2013         Pending           WHISTLES         18         27/06/2006         27/06/2013         Pending           WHISTLES         25         2000-11661         Pending         Pending           WHISTLES         25         2000-11661         Pending         Pending           MY Malaysia         18         2000-11662         Pending         Pending           MY Malaysia         18         2000-11662         Pending         Pending           MY Malaysia         35         23/06/2006         23/06/2016         Pending           WHISTLES         35         06010894         Pending         Pending	EXPRESS					
IS Iceland         3, 9, 14, 18, 25, 35         03/10/2006         11/07/2006         03/10/2015         Registered           WHISTLES         25, 35         840/205         1838/2006         Pending           WHISTLES DIRECT         11101899         Pending           JP Japan         18, 25         11033034         Pending           WHISTLES EXPRESS         27/06/06         27/06/2013         Pending           MO Macau         25         27/06/206         27/06/2013         Pending           WHISTLES         18         27/06/2006         27/06/2013         Pending           MO Macau         18         27/06/2006         27/06/2013         Pending           WHISTLES         25         2000-11661         Pending           MY Malaysia         25         2000-11661         Pending           MY Malaysia         18         2000-11662         Pending           MY Malaysia         35         23/06/2006         23/06/2016         Pending           WHISTLES         35         23/06/2006         23/06/2016         Pending           SG Singapore         18         08/08/2000         08/08/2000         08/08/2010         08/08/2010         Registered	HK Hong Kong	18, 25, 35		23/06/2006		Pending
WHISTLES         25, 35         840/205         1838/2006         Pending           JP Japan         25         11101899         Pending           WHISTLES DIRECT         119 Japan         18, 25         11033034         Pending           WHISTLES EXPRESS         27/06/06         27/06/2013         Pending           MO Macau WHISTLES         25         27/06/2006         27/06/2013         Pending           MO Macau WHISTLES         18         27/06/2006         27/06/2013         Pending           MY Malaysia WHISTLES         25         2000-11661         Pending           MY Malaysia WHISTLES         18         2000-11662         Pending           MY Malaysia WHISTLES         35         23/06/2006         23/06/2016         Pending           MY Malaysia WHISTLES         35         23/06/2006         23/06/2016         Pending           SG Singapore         18         08/08/2000         08/08/2000         08/08/2010         Registered	WHISTLES			300665677		
JP Japan   25	IS Iceland	3, 9, 14, 18,	03/10/2006	11/07/2006	03/10/2015	Registered
WHISTLES DIRECT         18, 25         11033034         Pending           JP Japan WHISTLES EXPRESS         35         27/06/06         27/06/2013         Pending           MO Macau WHISTLES         25         27/06/2006         27/06/2013         Pending           MO Macau WHISTLES         18         27/06/2006         27/06/2013         Pending           MO Macau WHISTLES         18         27/06/2006         27/06/2013         Pending           MY Malaysia WHISTLES         25         2000-11661         Pending           MY Malaysia WHISTLES         18         2000-11662         Pending           MY Malaysia WHISTLES         35         23/06/2006         23/06/2016         Pending           SG Singapore         18         08/08/2000         08/08/2000         08/08/2010         Registered	WHISTLES	25, 35	840/205	1838/2006		
DIRECT         In Japan         18, 25         11033034         Pending           WHISTLES         EXPRESS         27/06/06         27/06/2013         Pending           MO Macau         35         27/06/06         27/06/2013         Pending           WHISTLES         25         27/06/2006         27/06/2013         Pending           MO Macau         18         27/06/2006         27/06/2013         Pending           WHISTLES         N/22894         Pending         Pending           MY Malaysia         18         2000-11661         Pending           WHISTLES         2000-11662         Pending           MY Malaysia         18         23/06/2006         23/06/2016         Pending           WHISTLES         35         23/06/2006         23/06/2016         Pending           SG Singapore         18         08/08/2000         08/08/2000         08/08/2010         Registered	JP Japan	25		11101899		Pending
JP Japan	WHISTLES					
WHISTLES         EXPRESS           MO Macau         35         27/06/06         27/06/2013         Pending           WHISTLES         N/22896         27/06/2013         Pending           MO Macau         25         27/06/2006         27/06/2013         Pending           WHISTLES         N/22895         27/06/2013         Pending           MY MSTLES         N/22894         Pending           MY Malaysia         25         2000-11661         Pending           WHISTLES         Pending         Pending           MY Malaysia         18         2000-11662         Pending           WHISTLES         23/06/2006         23/06/2016         Pending           WHISTLES         06010894         Pending         Pending	DIRECT					
EXPRESS       27/06/06       27/06/2013       Pending         MO Macau       25       27/06/2006       27/06/2013       Pending         MO Macau       25       27/06/2006       27/06/2013       Pending         MO Macau       18       27/06/2006       27/06/2013       Pending         WHISTLES       N/22894       Pending         MY Malaysia       25       2000-11661       Pending         WHISTLES       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       Pending       Pending         WHISTLES       08/08/2000       08/08/2000       08/08/2010       Registered	JP Japan	18, 25		11033034		Pending
MO Macau       35       27/06/06       27/06/2013       Pending         MO Macau       25       27/06/2006       27/06/2013       Pending         WHISTLES       N/22895       27/06/2013       Pending         MO Macau       18       27/06/2006       27/06/2013       Pending         WHISTLES       N/22894       Pending         MY Malaysia       25       2000-11661       Pending         WHISTLES       Pending       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       23/06/2010       Registered	WHISTLES					
WHISTLES       N/22896       27/06/2006       27/06/2013       Pending         WHISTLES       N/22895       27/06/2013       Pending         MO Macau       18       27/06/2006       27/06/2013       Pending         WHISTLES       N/22894       Pending         MY Malaysia       25       2000-11661       Pending         WHISTLES       Pending       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       23/06/2010       Registered	EXPRESS					
MO Macau       25       27/06/2006       27/06/2013       Pending         MO Macau       18       27/06/2006       27/06/2013       Pending         WHISTLES       N/22894       Pending         MY Malaysia       25       2000-11661       Pending         WHISTLES       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       23/06/2010       Registered	MO Macau	35		27/06/06	27/06/2013	Pending
WHISTLES       N/22895       27/06/2006       27/06/2013       Pending         WHISTLES       N/22894       Pending       Pending         MY Malaysia       25       2000-11661       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       Pending       Registered	WHISTLES			N/22896		
MO Macau       18       27/06/2006       27/06/2013       Pending         WHISTLES       25       2000-11661       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       Colored to the pending       Pending         SG Singapore       18       08/08/2000       08/08/2000       08/08/2010       Registered	MO Macau	25		27/06/2006	27/06/2013	Pending
WHISTLES         N/22894           MY Malaysia         25           WHISTLES         2000-11661           MY Malaysia         18           WHISTLES         2000-11662           MY Malaysia         35           WHISTLES         23/06/2006           WHISTLES         06010894           SG Singapore         18           08/08/2000         08/08/2000           08/08/2000         08/08/2010           Registered	WHISTLES			N/22895		
MY Malaysia       25       2000-11661       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       08/08/2010       Registered	MO Macau	18		27/06/2006	27/06/2013	Pending
WHISTLES       2000-11662       Pending         MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       23/06/2010       Registered         SG Singapore       18       08/08/2000       08/08/2000       08/08/2010       Registered	WHISTLES			N/22894		]
MY Malaysia       18       2000-11662       Pending         WHISTLES       23/06/2006       23/06/2016       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       08/08/2010       Registered	MY Malaysia	25		2000-11661		Pending
WHISTLES       23/06/2006       23/06/2016       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       08/08/2010       Registered	WHISTLES					
WHISTLES       23/06/2006       23/06/2016       Pending         MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       08/08/2010       Registered						
MY Malaysia       35       23/06/2006       23/06/2016       Pending         WHISTLES       06010894       08/08/2010       Registered	MY Malaysia	18		2000-11662		Pending
WHISTLES         06010894           SG Singapore         18         08/08/2000         08/08/2000         08/08/2010         Registered	WHISTLES	!				
SG Singapore 18 08/08/2000 08/08/2000 08/08/2010 Registered	MY Malaysia	35		23/06/2006	23/06/2016	Pending
	WHISTLES			06010894		
WHISTI ES T00138571 T00138571	SG Singapore	18	08/08/2000	08/08/2000	08/08/2010	Registered
WIND 1220   1001303/3   1001303/3	WHISTLES		T0013857J	Т0013857Ј		

County & Theritanienik némie			Application No & Date	Reneval Date & Ouimi	Status
SG Singapore	25	08/08/2000	08/08/2000	08/08/10	Registered
WHISTLES		T0013858I	T0013858I		
SG Singapore	18	08/08/2000	08/08/2000	08/08/2010	Registered
WHISTLES DIRECT		T0013855D	T0013855D		- W
SG Singapore	25	08/08/2000	08/08/2000	08/08/2010	Registered
WHISTLES		Т0013856В	T0013856B		
TH Thailand	25				Unfiled
WHISTLES					
TH Thailand	18				Unfiled
WHISTLES					
TH Thailand	35				Unfiled
WHISTLES					
TW Taiwan	18, 25, 35		28/06/2006		Unfiled
WHISTLES			95033493	:	
US United States	25	23/12/1997	28/02/1994	23/12/2007	Registered
of America		2122603	74/495064		
WHISTLES					
US United States	25	02/04/2002	29/11/1999	02/04/2012	Registered
of America		25547721	75/859093		
WHISTLES			i I		
DIRECT					ļ
wo	35				Unfiled
International					
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WHISTLES					
wo	18, 25, 35				Unfiled
International			Į.		
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WO	35			Unfiled
International				
Registration				
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## Part 4 Karen Millen Trademark Schedule (as at 6 July 2006)

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AE United Arab	9				Unfiled
Emirates					
Karen Millen					
AE United Arab	14				Unfiled
Emirates		<u> </u>			
Karen Millen					
AE United Arab	3	14/02/2006	16/06/2004	16/06/2014	Registered
Emirates		51204	61603		
Karen Millen					
AE United Arab	18				Pending
Emirates			61604		
Karen Millen					
AE United Arab	3	17/01/2006	16/06/2004	16/06/2014	Registered
Emirates		50731	61595		
WHISTLES					
AE United Arab	18	17/01/2006	16/06/2004	16/06/2014	Registered
Emirates		50729	61596		
WHISTLES	<b>!</b>				
AE United Arab	18	17/01/2006	16/06/2004	16/06/2014	Registered
Emirates		50729	61596		
WHISTLES					
AE United Arab	25				Pending
Emirates			61597		
WHISTLES					
AE Australia	3, 9, 14, 18,	04/07/2003	04/07/2003	04/07/2013	Registered
WHISTLES	25, 35	960547	960547		
		:			
AU Australia	25	07/05/2003	07/05/2003	07/05/201	Registered
Karen Millen		953077	953077		

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manne.		<u> </u>		Online g	
England & Logo					
AU Australia	18, 25		30/11/2004		Pending
Whistles			103412		
AU Australia	25	13/08/1992	13/08/1992	13/08/2009	Registered
WHISTLES		584405	584405		
AU Australia	25	13/08/1992	13/08/1992	13/08/2009	Registered
WHISTLES		584405	584405		
BH Bahrain	9				Unfiled
Karen Millen					
BH Bahrain	14				Unfiled
Karen Millen					
				:	
BH Bahrain	3		20/09/2003	20/09/2013	Pending
Karen Millen			39688		
BH Bahrain	18		20/09/2003	20/09/2013	Pending
Karen Millen			39689		
BH Bahrain	25		20/09/2003	20/09/2013	Pending
Karen Millen			39690		
BH Bahrain	3				Pending
Karen Millen			41947		
DIID :	10				70
BH Bahrain	18		41048		Pending
WHISTLES	0.5		41948		
BH Bahrain	25		41040		Pending
WHISTLES			41949		
BH Bahrain	3, 9, 18, 25		30/11/2004		Pending

Comniy & Tuxdamadk mame	(Flass	Registration No.	Application No.&. Date	Renewal Date & Outin	Status
WHISTLES			1239025		
CA Canada	3, 9, 14, 18,		30/08/2006		Pending
Karen Millen	25, 35		1270442		
Logo					
CH Switzerland	3, 18, 25	29/10/2003	09/07/2003	09/07/2013	Registered
Karen Millen		515528	03631/2003		
CH Switzerland	9, 14	18/08/2006	01/07/2006	01/07/2015	Registered
Karen Millen		536782	54402/2006		
CN China	18		16/12/2004		Pending
Karen Millen			4418638		
CN China	25		16/12/2004		Pending
Karen Millen			4418639		
CN China	9				Pending
Karen Millen					; ;
CN China	14				Pending
Karen Millen					
CN China	25		15/04/2006		Pending
Karen Millen			4605707		
(Mandarin					
Characters)					
CN China	18		15/04/2006		Pending
Karen Millen			4605708		
(Mandarin					
Characters)					
CN China	18		16/12/2004		Pending
Karen Millen			4418640		
(Mandarin					
Characters)					
CN China	18		16/12/2004		Pending

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name .				0mm	
Karen Millen			4418640		
(Mandarin					
Characters)					
CN China	25	16/12/2004		Pending	16/12/2004
WHISTLES		4418641			4418641
CN China	18, 25		15/04/2006		Pending
WHISTLES			4605705		
CN China	18		15/04/2006		Pending
WHISTLES			4605706		
CN China	18				
WHISTLES				<b>Y</b>	
EG Egypt	9		05/04/2006	05/04/2016	Pending
Karen Millen			185702		
EG Egypt	14		05/04/2006	05/04/2016	Pending
Karen Millen			185703		
EG Egypt	18		05/04/2006	05/04/2016	Pending
Karen Millen			185704		<u> </u>
EG Egypt	25		05/04/2006	05/04/2016	Pending
Karen Millen			185705		
EG Egypt	35		05/04/2006	05/04/2016	Pending
Karen Millen			185706		
EM European	3, 18, 25	13/01/2003	13/01/2003	13/01/2013	Registered
Mark		3004629	3004629		
Karen Millen					
EM Town	2 19 25	12/01/2002	12/01/2002	12/01/2012	Pogista
EM European  Mark	3, 18, 25	13/01/2003	13/01/2003	13/01/2013	Registered
Karen Millen		3004629	3004629		
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LOGO					
EM European Mark	3, 18, 25	23/06/2003	23/06/2003	23/06/2013	Registered
PRESS & BASTYAN		3238052	3238052		
GB United	3, 9, 18, 25	22/01/1998	22/01/1998	22/01/2008	Registered
Kingdom  Karen Millen		2156187a	2156187a		
GB United	3, 9, 18, 25	22/01/1998	22/01/1998	22/01/2008	Registered
Kingdom		2156187В	2156187B		
Karen Millen ENGLAND & LOGO					
GB United	3, 9, 18, 25	22/01/1998	22/01/1998	22/01/2008	Registered
Kingdom  Karen Millen  ENGLAND &  LOGO		2156187В	2156187B		
GB United	25	13/06/1996	13/06/1996	13/06/2016	Registered
Kingdom PRESS & BASTYAN		2103182	2103182		
HK Hong Kong	9, 14	22/06/2006	22/06/2006	22/06/2015	Registered
Karen Millen	3, 11	300444096	300444096	22.00.2010	
IN India  Karen Millen	35				Unfiled
IN India  Karen Millen	25				Unfiled
IN India  Karen Millen	18				Unfiled
IS Iceland	14	03/02/2006	22/06/2006	03/02/2016	Registered

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Karen Millen		119/2006	1648/2006		· (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
IS Iceland	3, 9, 18, 25	03/10/2003	29/07/2003	03/10/2013	Registered
Karen Millen		738/2003	1971/2003		
JP Japan	9, 14		22/06/2006		Pending
Karen Millen			2006-56636		
KW Kuwait	9				Unfiled
Karen Millen					
KW Kuwait	14				Unfiled
Karen Millen					
KW Kuwait	18				Unfiled
Karen Millen					
KW Kuwait	3				Unfiled
Karen Millen					
KW Kuwait	25				Unfiled
Karen Millen					;
KW Kuwait	3	27/06/2006	11/07/2004	11/07/2014	Registered
Karen Millen		54620	65122		
KW Kuwait	18	13/08/2006	11/07/2004	11/07/2014	Registered
WHISTLES		55482	65123		
KW Kuwait	25				Pending
WHISTLES			65124		
LB Lebanon	3, 18, 25	08/10/2003		08/10/2018	Registered
Karen Millen		95493			
LB Lebanon	9, 14				Pending
Karen Millen					
LB Lebanon	3, 18, 25	02/03/2006	02/03/2006	02/03/2020	Registered
WHISTLES		101251			
MC Monaco	3, 9, 14, 18,	28/10/2006	08/08/2006	08/08/2015	Registered
Karen Millen	25, 35	05/24773	26229		

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Thedrameric mainte		&Date	Date	Date & Orinne	
MY Malaysia	25		07/08/2001		Pending
Karen Millen			2001/10191		
MY Malaysia	18		07/08/2001		Pending
Karen Millen			2001/10192		
NO Norway	3, 18, 25,	31/03/2006	24/01/2006	31/03/2016	Registered
Karen Millen	35	231712	2006 00540		
NO Norway	9, 14	06/04/2006	13/05/2006	06/04/2016	Registered
Karen Millen		231832	2006 04720		
NO Norway	3, 18, 25,		20/04/2006		Pending
WHISTLES	35		200603645		
NZ New Zealand	3, 18, 25	15/01/2004	15/01/2004	15/01/2014	Registered
Karen Millen		706885	706885		<u> </u>
NZ New Zealand	9, 14	14/10/2006	14/10/2006	14/10/2015	Registered
Karen Millen		737182	737182		
QA Qatar	9				Unfiled
Karen Millen					
QA Qatar	14				Unfiled
Karen Millen					
QA Qatar	3, 18, 25				Pending
Karen Millen	(		30211		
QA Qatar	3				Pending
Whistles			33033		
QA Qatar	18				Pending
Whistles			33035		
QA Qatar	25				Pending
Whistles			33034		
RU Russian	9, 14		22/06/2006	22/06/2015	Pending
Federation			2006715051		
Karen Millen					

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atemre		an did the training and		Ouinn	
RU Russian	18, 25	15/05/2003	02/07/2002	02/07/2012	Registered
Federation		246204	2002712752		1
Karen Millen					
RU Russian	3	29/10/2004	29/10/2004	29/10/2014	Registered
Federation		29703	2004724960		
Karen Millen					
SA Saudi Arabia	9				Pending
Karen Millen		•			
SA Saudi Arabia	14				Pending
Karen Millen					
SA Saudi Arabia	3	14/11/2003	12/04/2003	19/12/2012	Registered
Karen Millen		704/70	82286		l
SA Saudi Arabia	18	10/11/2003	12/04/2003	19/12/2012	Registered
Karen Millen		703/86	82287		
SA Saudi Arabia	25	10/11/2003	12/04/2003	19/12/2012	Registered
Karen Millen		703/87	82288		
SA Saudi	3	06/07/2006	12/07/2004	24/03/2014	Registered
Arabia		793/78	90849		
WHISTLES				į	
SA Saudi	18	06/07/2006	12/07/2004	24/03/2014	Registered
Arabia		790/73	90850		
WHISTLES		=		<u> </u>	
SA Saudi	25	06/07/2006	12/07/2004	24/03/2014	Registered
Arabia		793/79	90851		
WHISTLES					
SG Singapore	18	08/12/2000	08/12/2000	08/12/2010	Registered
Karen Millen		T00/21249E	T00/21249E		
SG Singapore	25	08/12/2000	08/12/2000	08/12/2010	Registered
Karen Millen		T00/21250I	T00/21250I		

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nerme			9-	Onim	
SG Singapore	3	05/07/2006	05/07/2006	05/07/2015	Registered
Karen Millen		T05/11445I	T05/11445I		
SG Singapore	9	05/07/2006	05/07/2006	05/07/2015	Registered
Karen Millen		T005/114446G	T05/11446G		
SG Singapore	14	05/07/2006	05/07/2006	05/07/2015	Registered
Karen Millen		T05/11448C	T05/11448C		
TR Turkey	3, 18, 25,	26/01/2006	26/01/2006	26/01/2015	Registered
Karen Millen	35	2006/02008	2006/02008		
TR Turkey	9, 14	18/05/2006	18/05/2006	18/05/2015	Registered
Karen Millen		2006/19799	2006/19799		
TR Turkey	3, 18, 25,	20/04/2006	20/04/2006	20/04/2015	Registered
WHISTLES	35	2006/14531	2006/14531		
UA Ukraine	3, 9, 14, 18,		12/10/2006	12/10/2015	Pending
Karen Millen	25, 35		M200612018		
US United States	3, 9, 14, 35		28/06/2006		Pending
of America		,	78/660246		
Karen Millen					
US United States	18, 25	20/01/2004	18/09/2000	20/01/2014	Registered
of America		2806908	76/129319		
Karen Millen					
ZA South Africa	25	29/03/2000	29/03/2010	Pending	29/03/2000
Whistles		00005824			00005824

Country Name	Status	Trademark	Application Date	Trademark Number	Registration	Classes	Proprietor
					Dare		
European Union	Registered	CHELSEA	07-Jan-98	715961	07-Jan-98	14, 18, 25	The Shoe Studio
		COBBLER					Group Limited
European Union	Registered	PIED A TERRE	27-Oct-99	1361930	27-Oct-99	3, 16, 35	Studio Group
							Holdings Limited
European Union	Registered	dd	27-Oct-99	1365428	27-Oct-99	18, 25, 35	Studio Group
	_	(STYLISED)					Holdings Limited
European Union	Registered	RAYNE	31-Jul-97	593889	31-Jul-97	25,	The Shoe Studio
							Group Limited
European Union	Registered	ROBERTO	12-Apr-01	2175859	12-Apr-01	18, 25, 35	The Shoe Studio
		VIANNI			•		Group Limited
United Kingdom	Registered	BERTIE	20-Apr-82	1173621	20-Apr-82	25	The Shoe Studio
							Group Limited
United Kingdom	Registered	BERTIE	20-Apr-82	1173622	20-Apr-82	25	The Shoe Studio
							Group Limited

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Country Name	Status	Trademark	Application Date	Trademark Number	Registration Date	Classes	Proprietor
United Kingdom	Registered	CHELSEA COBBLER	22-Jul-97	2139755	22-Jul-97	25	The Shoe Studio Group Limited
United Kingdom	Registered	PIED A TERRE	18-Nov-98	2182446	18-Nov-98	35, 39, 42	Studio Group Holdings Limited
United Kingdom	Registered	PIED A TERRE	16-Dec-97	2153834	16-Dec-97	3	Studio Group Holdings Limited
United Kingdom	Registered	PIED A TERRE	02-Aug-94	1580326	02-Aug-94	25	Studio Group Holdings Limited
United Kingdom	Registered	PIED A TERRE (Series of 2)	10-Oct-88	1360284	10-Oct-88	18	Studio Group Holdings Limited
United Kingdom	Registered	PIED A TERRE (Sylised)	03-Mar-87	1302715	03-Mar-87	25	Studio Group Holdings Limited
United Kingdom	Registered	PP LOGO	20-Sep-99	2209193	20-Sep-99	25	Studio Group Holdings Limited
United Kingdom	Registered	RAYNE	12-Jun-58	778681	12-Jun-98	25	The Shoe Studio

Trademark Application Date
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RAYNE 21-Oct-48
RAYNE SHOE 19-Apr-49 LOGO
RAYNE SHOE 12-Jun-58 LOGO
RC (DEVICE) 12-Jan-93
RC (DEVICE) 12-Jan-93
RC (DEVICE) 12-Jan-93
ROBERTO 09-Apr-92

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Proprietor	Group Limited	The Shoe Studio Group Limited						
Classes		18	25	25	25	18	18	25
Registration Date		09-Apr-92	20-Feb-81	25-Oct-89		05-Apr-01	26-Jul-90	12-Jul-90
Trademark Number		1497371	1149188	1402888	2333225	2266413	1433452	1431973
Application Date		09-Apr-92	20-Feb-81	25-Oct-89	27-May-03	05-Apr-01	26-Jul-90	12-Jul-90
Trademark	VIANNI	ROBERTO	ROLAND CARTIER	ROLAND CARTIER	THE SHOE STUDIO	THE SHOE STUDIO	VIVALDI	VIVALDI
Status		Registered	Registered	Registered	Pending	Registered	Registered	Registered
Country Name		United Kingdom						

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	Proprietor	The Shoe Studio Group Limited
	Classes	25
	Registration Date	27-Feb-92
	Application Date   Trademark Number   Registration	1433452
	Application Date	27-Feb-92
	Trademark	United Kingdom Registered VIVALDI THE 27-Feb-92 SHOE STUDIO
	Status	Registered
	Country Name Status	United Kingdom

Country Name	Status	Trade Mark		Trademark	Renewal Date	Classes	Proprietor
				Number			
Gibraltar	Registered	Array of Device	Squares	5853	25.04.06	14	Principles Retail Limited
Gibraltar	Registered	Array of Device	Squares	5854	25.04.06	18	Principles Retail Limited
Gibraltar	Registered	Array of Device	Squares	5850	20.12.05	25	Principles Retail Limited
Ireland	Registered	Array of Device	Squares 125017	125017	18.09.08	3	Principles Retail Limited
Ireland	Registered	Array of Device	Squares	125018	18.09.08	14	Principles Retail Limited

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Proprietor	Principles Retail Limited	Principles Retail Limited	Principles Retail Limited	Principles Retail Limited	Principles Retail Limited	Principles Retail Limited	Principles Retail Limited
Classes	18	25	3	14	25	<u>س</u>	25, 26
Renewal Date	18.09.08	18.09.08	25.04.06	25.04.06	04.12.05	16.09.06	23.05.05
Trademark Number	125019	125020	1240566	1240567	2047446	2110213	2021224
Trade Mark	Array of Squares Device	Array of Squares Device	Array of Squares Device	Array of Squares Device	Authentic Style World	Dog Logo	Face Device (Charlie)
Status	Registered	Registered	Registered	Registered	Registered	Registered	Registered
Country Name	Ireland	Ireland	UK	UK	UK	UK	UK

Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
UK	Registered	Face Device (Plus Bow)	2021259	23.05.05	25, 26	Principles Retail Limited
UK	Registered	First Principles	1219582	25.05.05	25	Principles Retail Limited
UK	Registered	Look East	1247876	08.08.06	25	Principles Retail Limited
UK	Registered	Pastiche	1342343	22.04.05	14	Principles Retail Limited
Ireland	Registered	PFK	228284	01.08.13	25	Principles Retail Limited
Bahrain	Registered	PFK Sport	24733	23.11.08	25	Principles Retail Limited
Gibraltar	Registered	PFK Sport	7765	04.12.05	18, 25	Principles Retail Limited
Iceland	Registered	PFK Sport	1652/97	02.12.07	25	Principles Retail

Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
	*					Limited
Ireland	Registered	PFK Sport	204084	05.03.07	18, 25	Principles Retail Limited
Malta	Registered	PFK Sport	27469	14.08.11	25	Principles Retail Limited
Saudi Arabia	Registered	PFK Sport	519/48	11.12.07	25	Principles Retail Limited
Spain	Registered	PFK Sport	2117794	07.10.07	25	Principles Retail Limited
UAE	Registered	PFK Sport	23255	03.09.07	25	Principles Retail Limited
UK	Registered	PFK Sport	2047368	04.12.05	18, 25	Principles Retail Limited
Bahrain	Registered	PFM Sport	24752	23.11.08	25	Principles Retail

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Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
						Limited
Cyprus	Registered	PFM Sport	50451	25.05.05	25	Principles Retail Limited
Denmark	Registered	PFM Sport	3992/98	01.12.08	25	Principles Retail Limited
Denmark	Registered	PFM Sport	VR03.992199	01.12.08	25	Principles Retail
			∞			Limited
Gibraltar	Registered	PFM Sport	7764	19.02.07	18, 25	Principles Retail Limited
Iceland	Registered	PFM Sport	1651/97	02.12.07	25	Principles Retail Limited
Ireland	Registered	PFM Sport	204773	24.03.07	18, 25	Principles Retail Limited
Kuwait	Registered	PFM Sport	30376	15.10.07	25	Principles Retail

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Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
						Limited
Malta	Registered	PFM Sport	27468	14.08.11	25	Principles Retail Limited
N. Cyprus/Turkey	Registered	PFM Sport	4533	08.07.05	25	Principles Retail Limited
Norway	Registered	PFM Sport	194146	07.11.08	25	Principles Retail Limited
Poland	Registered	PFM Sport	130407	26.05.08	25	Principles Retail Limited
Portugal	Registered	PFM Sport	330554	18.11.08	25	Principles Retail Limited
Saudi Arabia	Registered	PFM Sport	519/47	11.12.07	25	Principles Retail Limited
Slovenia	Registered	PFM Sport	9971415	21.10.09	25	Principles Retail

Country Name	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
						Limited
Sweden	Registered	PFM Sport	341152	13.10.10	25	Principles Retail Limited
Taiwan	Registered	PFM Sport	917334	12.01.10	25	Principles Retail Limited
Turkey	Registered	PFM Sport	198295	17.07.08	25	Principles Retail Limited
UAE	Registered	PFM Sport	23256	03.02.07	25	Principles Retail Limited
UAE	Registered	PFM Sport	14447	03.09.07	25	Principles Retail Limited
UAE	Registered	PFM Sport	23256	03.02.07	25	Principles Retail Limited
UK	Registered	PFM Sport	2124105	19.02.07	18, 25	Principles Retail Limited

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Country Name	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
UK	Registered	PFW Sport	2143968	03.09.07	18, 25	Principles Retail Limited
UK	Registered	Principals	1219311	23.05.05	25	Principles Retail Limited
Algeria	Registered	Principles	52980	13.07.07	25	Principles Retail Limited
Argentina	Registered	Principles	1747728	05.08.09	25	Principles Retail Limited
Australia	Registered	Principles	541163	31.08.07	25	Principles Retail Limited
Australia	Registered	Principles	738192	02.07.07	25	Principles Retail Limited
Austria	Registered	Principles	131942	09.08.10	25	Principles Retail Limited

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Proprietor	Principles Retail Limited						
Classes	25	25	25	25	25	25	25
Renewal Date	07.12.06	08.03.10	28.12.09	28.12.08	21.04.10	16.09.07	30.09.09
Trademark Number	21357	474472	820761265	530886	1387295	<i>Z</i> 971434	30116
Trade Mark	Principles						
Status	Registered						
Country Name	Bahrain	Benelux	Brazil	Chile	China	Croatia	Cyprus

Country Name	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
Cyprus	Registered	Principles	48045	06.06.18	25	Principles Retail Limited
Czech Republic	Registered	Principles	213437	12.07.07	25	Principles Retail Limited
Estonia	Registered	Principles	28123	25.01.09	25	Principles Retail Limited
European Union	Registered	Principles	67546	01.04.06	3, 14, 18	Principles Retail Limited
Finland	Registered	Principles	126564	07.06.13	25	Principles Retail Limited
France	Registered	Principles	1578942	06.03.10	25	Principles Retail Limited
Germany	Registered	Principles	1189270	09.03.10	25	Principles Retail Limited
Gibraltar	Registered	Principles	7844	23.02.06	3	Principles Retail

Proprietor	Limited	Principles Retail Limited	Principles Retail					
Classes		14	18	25	25	2.5	25	25
Renewal Date		15.03.06	15.03.06	30.03.05	07.03.10	30.03.05	25.06.14	27.10.07
Trademark Number		5851	5852	5849	97957	1215843	199908372	1403/97
Trade Mark		Principles	Principles	Principles	Principles	Principles	Principles	Principles
Status		Registered	Registered	Registered	Registered	Registered	Registered	Registered
Country Name		Gibraltar	Gibraltar	Gibraltar	Greece	Guernsey	Hong Kong	Iceland

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Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number		:	
						Limited
Indonesia	Registered	Principles	426906	11.12.06	25	Principles Retail Limited
Ireland	Registered	Principles	124389	18.09.08	3.	Principles Retail Limited
Ireland	Registered	Principles	124390	18.09.08	14	Principles Retail Limited
Ireland	Registered	Principles	124391	18.09.08	18	Principles Retail Limited
Ireland	Registered	Principles	124392	28.10.08	25	Principles Retail Limited
Israel	Registered	Principles	114850	15.09.18	25	Principles Retail Limited
Italy	Registered	Principles	586457	21.03.10	25	Principles Retail

Country Name	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
						Limited
Jersey	Registered	Principles	6644	30.03.05	25	Principles Retail Limited
Jordan	Registered	Principles	43674	08.10.13	25	Principles Retail Limited
Lebanon	Registered	Principles	72256	14.05.07	25	Principles Retail Limited
Malta	Registered	Principles	27225	13.06.11	25	Principles Retail Limited
Morocco	Registered	Principles	61054	30.10.16	25	Principles Retail Limited
North Cyprus	Registered	Principles	4304	28.08.18	25	Principles Retail Limited
Norway	Registered	Principles	147420	31.10.11	25	Principles Retail

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Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
						Limited
Oman	Registered	Principles	14717	09.09.03	25	Principles Retail Limited
Peru	Registered	Principles	47606	30.07.08	25	Principles Retail Limited
Philippines	Registered	Principles	4-1997- 122026	27.02.22	25	Principles Retail Limited
Poland	Registered	Principles	120966	13.06.07	25	Principles Retail Limited
Portugal	Registered	Principles	262995	22.09.12	25	Principles Retail Limited
Romania	Registered	Principles	37316	27.11.08	25	Principles Retail Limited
Russia	Registered	Principles	155271	13.05.06	25	Principles Retail Limited

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Country Name	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
Saudi Arabia	Registered	Principles	519/49	23.10.07	25	Principles Retail Limited
Serbia & Montenegro	Registered	Principles	43621	22.09.07	25	Principles Retail Limited
Singapore	Registered	Principles	1622/90	02.03.07	14	Principles Retail Limited
Singapore	Registered	Principles	1623/90	02.03.07	18	Principles Retail Limited
Singapore	Registered	Principles	1621/90	02.03.07	25	Principles Retail Limited
Slovakia	Registered	Principles	188957	18.09.07	25	Principles Retail Limited
Slovenia	Registered	Principles	9871719	01.12.08	25	Principles Retail Limited

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25	24.09.11
25	24.10.06

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Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
USA	Registered	Principles	2429218	20.02.11	3, 14, 18, 25	Principles Retail Limited
UK	Registered	Principles	1237864	15.03.06	3	Principles Retail Limited
UK	Registered	Principles	2058082	23.02.06	E	Principles Retail Limited
UK	Registered	Principles	1520668	04.12.09	6	Principles Retail Limited
UK	Registered	Principles	1329144	08.12.14	12	Principles Retail Limited
UK	Registered	Principles	1237865	15.03.06	14	Principles Retail Limited
UK	Registered	Principles	1237866	15.03.06	18	Principles Retail Limited
UK	Registered	Principles	1215843	30.03.05	25	Principles Retail

Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
						Limited
UK	Registered	Principles	1520669	04.12.09	26	Principles Retail Limited
UK	Registered	Principles	1520670	04.12.09	34	Principles Retail Limited
UK	Registered	Principles	2017964	19.04.05	35	Principles Retail Limited
Yemen (ARB)	Registered	Principles	8042	08.10.10	25	Principles Retail Limited
Ireland	Registered	Principles & 3 Squares Device	224956	06.02.11	25	Principles Retail Limited
UK	Registered	Principles & 3 Squares Device	2260342	06.02.11	25	Principles Retail Limited
UK	Registered	Principles for Kids	2020224B	12.05.05	25, 26	Principles Retail

Country Name	Status	Trade Mark	Trademark	Renewal Date	Classes	Proprietor
			Number			
						Limited
UK	Registered	Principles for Kids (ser. of 2)	2020224A	12.05.05	25, 26	Principles Retail Limited
UK	Registered	Principles Logo	1240568	25.04.06	18	Principles Retail Limited
UK	Registered	Principles Logo	1232557	20.12.05	25	Principles Retail Limited
European Union	Registered	Principles Spirit for Men	882977	21.07.08	3	Principles Retail Limited
Bahrain	Registered	Principles Spirit for Women	24751	23.11.08	8	Principles Retail Limited
European Union	Registered	Principles Spirit for Women	882902	21.07.08	m	Principles Retail Limited
Gibraltar	Registered	Principles Spirit for	7766	22.07.06	3	Principles Retail

Country Name	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
		Women				Limited
UK	Registered	Principles Spirit for Women	2105750	22.07.06	3	Principles Retail Limited
Iceland	Registered	Spirit	1410/1997	27.04.07	3	Principles Retail Limited
North Cyprus	Registered	Spirit	4523	08.07.05	3	Principles Retail Limited
Norway	Registered	Spirit	196880	09.04.09	3	Principles Retail Limited
Saudi Arabia	Registered	Spirit	519/42	11.12.07	3	Principles Retail Limited
Qatar	Pending	PFK Sport	18486	Not yet known	18	Principles Retail Limited
Qatar	Pending	PFK Sport	18488	Not yet known	25	Principles Retail

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Proprietor	Limited	Principles Retail Limited						
Classes		18	25	3, 14, 18, 25	35, 38, 42	25	25	8
Renewal Date		Not yet known	Not yet known	07.09.99	06.06.00	11.10.96	09.09.03	Not yet known
Trademark Number		18485	18491	1301431	1691419	96-12448	14717	18495
Trade Mark		PFM Sport	PFM Sport	Principles	Principles	Principles	Principles	Principles Spirit for Women
Status Trac		Pending PFM	Pending PFM	Opposed Princ	Opposed Princ	Pending Princ	Pending Princ	Pending Principle Women
Country Name		Qatar	Qatar	European Union	European Union	Malaysia	Oman	Qatar

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Country Name Status	Status	Trade Mark	Trademark Number	Renewal Date	Classes	Proprietor
UAE	Pending	Spirit	23381	14.04.03	25	Principles Retail Limited

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Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
Bahrain		Warehouse [word]	10.12.1997	23004	10.12.2007	1983/97	25	Warehouse Fashion Limited
Benelux		Warehouse [word]	04.05.1995	580452	04.05.2005	847686	14, 18, 25	Warehouse Fashion Limited
Brunei		Warehouse [word]	27.05.2000	27319	27.05.2007	31768	25	Warehouse Fashion Limited
China		Warehouse [word]	18.07.2000	2017268	20.03.2014	2000106376	25	Warehouse Fashion Limited
Croatia		Warehouse [word]	14.12.1999	2991396	14.12.2009	Z991396A	25	Warehouse

Country Name	Status	Trade Mark	Application Date	Trademark Number	Renewal Date	Application Number	Classes	Proprietor
								Fashion Limited
CTM (European Community TM)		Definitives [word]	19.04.2000			001619485	14, 18	Warehouse Fashion Limited
CTM (European Community TM)		Warehouse [word]	07.04.2000			001598598	3, 14, 18, 25	Warehouse Fashion Limited
Cyprus		Warehouse [word]	27.11.1997	49198	26.11.2018	49198	25	Warehouse Fashion Limited
France		Warehouse [word]	10.06.1997	97681839	10.06.2007	97/681839	25	Warehouse Fashion Limited
Gibraltar		Warehouse [word - series of two]	01.08.2000	8343	06.04.2007	8343	25	Warehouse Fashion Limited
Greece		Warehouse [word]	18.09.1998	138318	18.09.2008	138318	25	Warehouse Fashion Limited

Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
Hong Kong		Warehouse [word]	22.04.2003	300008504 AA	21.04.2013	300008504	25	Warehouse Fashion Limited
Hungary		Warehouse [word]	30.06.1997	152158	30.06.2007	M9702361	25	Warehouse Fashion Limited
Iceland		Warehouse [word]	23.07.1999	903/1999	25.08.2009	2013/1999	25	Warehouse Fashion Limited
Ireland		Warehouse [word]	17.06.1992	148558	16.06.2009	3067/92	25	Warehouse Fashion Limited
Ireland		Warehouse Utility Clothing Company [logo]	27.11.1981	B106313	26.11.2012		25	Warehouse Fashion Limited
Israel		Warehouse [word]	12.12.1997	116404	15.12.2018	116404	25	Warehouse Fashion Limited
Japan		Warehouse [word]	06.10.1999	4516577	25.10.2011	89948/1999	3, 14, 18	Warehouse Fashion Limited

Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
Japan		Warehouse [word]	09.04.1998	4474998	17.05.2011	29349/1998	25	Warehouse Fashion Limited
Kuwait		Warehouse [series of two]	18.06.1997	32920	17.06.2007	36860	25	Warehouse Fashion Limited
Kuwait		Warehouse [word in English and Arabic]	18.04.1999	35460	17.04.2009	42927	35	Warehouse Fashion Limited
Malaysia		Warehouse [word]	21.02.2001			2001/02141	25	Warehouse Fashion Limited
Malaysia		Warehouse [word]	19.08.2002			2002/10074	35	Warehouse Fashion Limited
Malaysia		Warehouse [word]	21.02.2001			2001/02151	14	Warehouse Fashion Limited
Malaysia		Warehouse [word]	21.02.2001			2001/02152	18	Warehouse Fashion Limited

Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
Malta		Warehouse [word]	15.12.1997	27962	15.12.2011	27962	25	Warehouse Fashion Limited
Oman		Warehouse [word]	09.06.1997	15954	08.06.2007	15954	25	Warehouse Fashion Limited
Philippines		Warehouse [word]	18.04.2000			0003170	25, 35	Warehouse Fashion Limited
Poland		Warehouse [word]	02.06.1997	127303	02.06.2007	Z-174175	25	Warehouse Fashion Limited
Qatar		Warehouse [word with Arabic Equivalent]	24.06.1997			17073	25	Warehouse Fashion Limited
Saudi Arabia		Warehouse [word]	21.07.1997	436/59	04.04.2007	39893	25	Warehouse Fashion Limited
Singapore		The Wearhouse [words in special lettering]	22.02.1997	T97/02191F	22.02.2007	T97/02191F	25	Warehouse Fashion Limited

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Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
Singapore		Warehouse [word]	22.02.1997	T97/02192 D	22.02.2007	T97/02192D	25	Warehouse Fashion Limited
Singapore		Warehouse [word]	04.07.1997	T97/07998 A	04.07.2007	T97/07998A	25	Warehouse Fashion Limited
Slovenia		Warehouse [word]	06.11.2000	200071685	06.11.2010	Z 2000 7 1685	25	Warehouse Fashion Limited
South Korea		Warehouse [word]	16.02.1998	441667	12.02.2009	4007/1998	25	Warehouse Fashion Limited
Spain		Warehouse [word]	26.04.1999	2.229.815/0	26.04.2009	2229815	25	Warehouse Fashion Limited
Sweden		Warehouse [word]	18.07.2003			2003/04311	25, 35	Warehouse Fashion Limited
Taiwan		Warehouse [word]	07.04.1995	747558	01.02.2007	84015651	18	Warehouse Fashion Limited
Taiwan		Warehouse [word]	07.04.1995	712660	01.04.2006	84015650	14	Warehouse

Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
								Fashion Limited
Taiwan		Warehouse [word]	17.06.1998	862211	31.08.2010	87029189	25	Warehouse Fashion Limited
Thailand		Warehouse [word and device]	01.10.1997	Kor65605 (previously 118254)	01.10.2007	345248 (previously 169736)	25	Warehouse Fashion Limited
Thailand		Warehouse [word]	03.10.1997	KOR98460	03.10.2007	345437	25	Warehouse Fashion Limited
Turkey		Warehouse [word]	19.12.1997	192523	19.12.2007	97/19315	25	Warehouse Fashion Limited
UAE		Warehouse [word]	17.12.1997	21635	17.12.2007	24752	25	Warehouse Fashion Limited
UK		Warehouse [word – series of two]	06.04.1990	1421053	06.04.2007	1421053	25	Warehouse Fashion Limited
UK		Warehouse [word]	18.11.1994	2002271	18.11.2014	2002271	36	Warehouse

Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
								Fashion Limited
UK		Warehouse [word]	12.09.2000	2245343	12.09.2010	2245343	14, 35	Warehouse Fashion Limited
UK		Warehouse [word]	30.11.1998	2183304	30.11.2008	2183304	3, 14, 18	Warehouse Fashion Limited
UK		Warehouse [Definitives words]	20.04.2000	2230095	20.04.2010	2230095	14, 18, 25	Warehouse Fashion Limited
UK		Warehouse the Utility Clothing company [words and device]	17.12.1982	1187306	17.12.2013	1187306	25	Warehouse Fashion Limited
UK		Warehouse the Utility Clothing company [words and device]	15.03.1976	1060180	15.03.2007	1060180	25	Warehouse Fashion Limited

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Country Name	Status	Trade Mark	Application	Trademark	Renewal Date	Application	Classes	Proprietor
			Date	Number		Number		
USA		Warehouse [word]					35	Warehouse Fashion Limited
USA		Warehouse [word]	15.05.2000	2853340	15.06.2014	79/976261	3, 9, 14, 18, 25, 26	Warehouse Fashion Limited
USA		Warehouse Definitives [words]	27.09.2001	2793675	16.12.2013	76/318781	14, 18, 25	Warehouse Fashion Limited
USA		Warehouse Utility Clothing Company [logo]	24.01.1983	1331450	16.04.2005	410608	25	Warehouse Fashion Limited
Vietnam		Warehouse [word]	29.07.1997	29239	29.07.2007	35046	25	Warehouse Fashion Limited

Country	Status	Trade Mark	Trademark	Renewal Date Classes	Classes	Proprietor
			Number			
UK	Registered	R device	2282331	04.10.2011	25, 25	Rubicon Retail Limited
UK	Registered	R device	2289680	10.01.2012	9, 16, 18, 20, 24, 26, 28, 31, 36, 39	Rubicon Retail Limited
UK	Examined	RUBICON	2282337		9, 16, 18, 20, 24, 25, 26, 28, 31, 35, 36, 39	Rubicon Retail Limited

**Part 4 - Relevant Contracts** 

Charging (	Date of Relevant Contract	Parties	Details of Relevant Contract
Mosaic ·	On or about the date of this Deed	(1) Mosaic Fashions	Sale and purchase
Fashions		Limited (2) BH	agreement relating to
Limited		Holding ehf., Stefan	the entire issued share
		Cassar, John Egan,	capital of Rubicon
		Kaupthing Bank hf.	Retail Limited.
		and Donald McCarthy	
Rubicon	2 February 2005	(1) Peter Davies,	Sale and purchase
Retail		Christopher Inman,	agreement
Limited		Hilary Riva and	
		Richard Sims, Sally	
		McClymont, Richard	
		Steele, Elizabeth	
:		Houghton, Anne	
		Petcher, Helen	
!		Marshall, Christopher	
		Rostran, Kirsty	
		Watson, Susan Vyce,	
		Lucinda Lee and	
		Victoria Sipek and (2)	
		Rubicon Retail Limited	
Rubicon	10 October 2001	(1) Rubicon Retail	Sale and purchase
Finance		Finance Limited (2)	agreement relating to
Limited,		Rubicon Retail	the purchase of the
Rubicon		Holdings Limited, (3)	entire issued share
Holdings		Principles Retail	capital Warehouse
Limited,		Limited, (4) Volta	Limited, Racing Green
Principles		Investments Limited	Limited and
Retail		(5) Hawkshead Retail	Warehouse Fashion
Limited		Limited, (6) Arcadia	Limited
		Group Limited,	
		(7)Warehouse Limited,	

Charging .	Date of Relevant Contract	Parties	Details of Relevant Contract
		(8) Racing Green	
		Limited, (9)	
		Warehouse Fashion	
		Limited and (10) The	
		Warehouse Group	
		Limited	
Noel	15 November 2003	(1) Noel Limited (the	Sale and purchase
Acquisitions		"Management	agreement relating to
Limited		Buyer"); (2) Noel	the entire issued share
		Acquisitions Limited	capital of Sierra
		(the "Institutional	Holdings Limited
		<b>Buyer</b> "); (3) (i) PPMV	
		Nominees Limited	
		(PAC a/c), (ii) PPMV	
}		Nominees Limited (SA	·
		a/c), (iii) PPMV	
ļ		Nominees Limited	
		(BOS a/c) and (vi)	
		PPMV Nominees	
		Limited (CIS a/c)	
		(together the	
		"Institutional	
		Sellers"); and (4) (i)	
	!	Derek Lovelock, (ii)	
		Richard Glanville, (iii)	
		Jane Woolf, (iv) Nadia	
		Jones, (v) Sharon	
		O'Connor, (iv) Jacki	
		Nolan, (vii) Hannah	
		Russell, (viii) Lynne	
		Burstall and (ix) Meg	
		Lustman (together the	
		"Management	

Charging • Company •	Date of Relevant Contract	Parties	Details of Releyant Contract
		Sellers")	
		<u> </u>	
Mohave	25 June 2005	(1) Armann	Sale and purchase
Limited		Thorvaldsson ("AT")	"
		& others (namely (i)	ł
	"	Karen Denise Millen	capital of Karen Millen
		("KDM"), Kevin	Holdings Limited
		Gerald Stanford	
		("KGS") and AT as	
		trustees of the KDM	
		Life Interest	
		Settlement, (ii) KGS,	
		KDM and AT as	
		trustees of the KGS	
		Life Interest	
		Settlement, (iii)	
		Kapthing Bank	
		Luxembourg S.A., (iv)	
		Procon Industrial	
		Holdings Limited	
		("PHI"), (v) Kaupthing	
		Bunardarbanki hf, (vi)	
		KGS, and (vii) KDM)	
		(together the	
		"Sellers"); (2) Noel	
		Limited (the "Rollover	
		Purchaser"); (3)	
		Mohave Limited (the	
		"Cash Purchaser");	
		(4) KDM and KGS;	
		and (5) PHI.	
		, , = ====	

	rging ipany	Insurer	. Policy No	Premium Payable
Mosaic Limited	Fashions	AFM	UK050324	£143,207
Mosaic Limited	Fashions	AFM/Pool Re	UK248012	£76,045
Mosaic Limited	Fashions	Chubb	79829323	£130,000
Mosaic Limited	Fashions	AIG	21002296	£75,000
Mosaic Limited	Fashions	Chubb	64764549	£8,000
Mosaic Limited	Fashions	AIG	10681929	£3,800
Mosaic Limited	Fashions	Allianz Cornhill	NZ/12230525	£2,050
Mosaic Limited	Fashions	Chubb	82125146	£15,000
Mosaic Limited	Fashions	AIG	JK69260316	£73,000

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## Part 6 - Accounts

Bank	Account name	Account No	Sort Code
Bank of Scotland	Karen Millen Holdings Ltd	06037303	12-01-03
Bank of Scotland	Karen Millen Limited	06034372	12-01-03
Bank of Scotland	Noel Acquisitions Ltd	06027500	12-01-03
Bank of Scotland	Oasis Stores Limited	00629652	12-01-03
Bank of Scotland	Oasis Stores Limited CIA	00418951	80-20-00
Bank of Scotland	Oasis Stores Limited CIA	00355814	80-20-00
Bank of Scotland	Oasis Stores Ltd t/a Coast	00629660	12-01-03
Bank of Scotland	Oasis Stores-DJ LOVELOCK FU	06002135	12-01-03
Bank of Scotland	Patsy Limited	06032731	12-01-03
Bank of Scotland	Sierra Acquisitions Ltd CIA	00593726	80-20-00
Bank of Scotland	Sierra Acquisitions PLC	00628617	12-01-03
Bank of Scotland	Sierra Acquistions LNT 2005	00641600	12-01-03
Bank of Scotland	Sierra Holdings Limited	00628625	12-01-03
Bank of Scotland	Shic Limited	06036853	12-01-03
Bank of Scotland	Whistles Limited	06034364	12-01-03
Bank of Scotland	Oasis EBT	06042938	12-01-03
Bank of Scotland	CO USD	06799USD01	12-01-03
Bank of Scotland	COEUR	06799EUR01	12-01-03
Bank of Scotland	KM USD	25709USD01	12-01-03
Bank of Scotland	PATSY USD	27592USD01	12-01-03
Bank of Scotland	PATSY HKD	27592HKD01	12-01-03
Bank of Scotland	PATSY EUR	27592EUR01	12-01-03
Bank of Scotland	OA USD	06798USD01	12-01-03
Bank of Scotland	OA EUR	06798EUR01	12-01-03
Bank of Scotland	KM HKD	25709HKD01	12-01-03
Bank of Scotland	WH USD	25711USD01	12-01-03
Bank of Scotland	KM EUR	25709EUR01	12-01-03

Bank	Account name	Account No	Sort Code
Bank of Scotland	WH EUR	25711EUR01	12-01-03
Bank of Scotland	WH HKD	25711HKD01	12-01-03
Bank of Scotland	Patsy Ltd T/A Luxury Disc Fashion	06094756	80-20-00
Ulsterbank	Oasis Fashions Ireland Limited	64088180	98-50-10
Ulsterbank	Oasis Stores Limited	61418034	98-50-10
Ulsterbank	Whistles Stores Ireland Limited	14168041	98-50-10
Ulsterbank	Karen Millen Stores Ireland Limited	17203092	98-50-10
Ulsterbank	Coast Stores Ireland Limited	17221078	98-50-10
Alliance & Leicester	Oasis Stores - Cash	4176448	n/a
Alliance & Leicester	Oasis Stores - Card	2321351	n/a
Alliance & Leicester	Coast Stores - Cash	1292447	n/a
Alliance & Leicester	Coast Stores - Card	2428083	n/a
Alliance & Leicester	Karen Millen - Cash	3323005	n/a
Alliance & Leicester	Whistles - Cash	3322998	n/a
Alliance & Leicester	Karen Millen - Card	46170592	n/a
Alliance & Leicester	Whistles - Card	46170606	n/a
Alliance & Leicester	Oasis Stores - Bacs chance a/c	2469634	n/a
Barclays Bank PLC	Rubicon Retail Finance Limited Main A/C	30340979	20-65-82
Barclays Bank PLC	Rubicon Retail Finance Business Premium A/C	60571857	20-65-82
Barclays Bank PLC	Rubicon Retail Finance Credit Card Receipts	7017565	20-65-82
Barclays Bank PLC	Rubicon Retail Finance USD A/C	68891999	20-30-19
Barclays Bank PLC	Rubicon Retail Finance Euro A/C	74528944	20-30-19
Barclays Bank PLC	Rubicon Retail Finance Payments A/C	42252501	99-02-12
Barclays Bank PLC	Rubicon Retail Finance Limited Receipts A/C	42252502	99-02-12
Barclays Bank PLC	Warehouse-CHG SUP	30129364	20-65-82
Barclays Bank PLC	Warehouse-Lodgement	70502561	20-65-82
Barclays Bank PLC	Warehouse-Unpaid	70184667	20-65-82
Barclays Bank PLC	Warehouse Receipts	42250901	99-02-12
RBS Ulster	Warehouse Fashions Limited Receipts	83515031	98-00-60

Bank	Account name	Account No	Sort Code
	A/C		
RBS Ulster	Warehouse Fashions Limited Unpaids A/C	83515114	98-00-60
Barclays Bank PLC	Principles P-CHNG	00059765	20-65-82
Barclays Bank PLC	Principles Lodgements	80588261	20-65-82
Barclays Bank PLC	Principles-UNP	50735264	20-65-82
Barclays Bank PLC	Principles Receipts	42251701	99-02-12
Barclays Bank PLC	Rubicon Retail Holdings Limited	10654787	20-65-82
Barclays Bank PLC	Rubicon Retail Fashion Limited	90691550	20-65-82
Barclays Bank PLC	Rubicon Card Services	50923613	20-65-82
Barclays Bank PLC	Rubicon Retail Limited (formerly Studio Group Limited) Receipts & payments	90113891	20-78-98
Barclays Bank PLC	Studio Group Holdings Limited (formerly Tigerraven Limited)	60556335	20-78-98
Barclays Bank PLC	The Shoe Studio Group Holdings Limited (NWUKH) Receipts & payments	10495956	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited Main A/C - receipts & pay	90473014	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited No. 2 A/C - store receipts	90983004	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited Credit Card Receipts	50372560	20-78-98
Barclays Bank PLC	The Shoe Studio Group Limited Euro receipts & payments	40256702	99-02-12
Barclays Bank PLC	N/A	20372625	20-78-98

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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. 05209154

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th OCTOBER 2006 AND CREATED BY STANTON HARCOURT INTERNATIONAL CENTRE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO KAUPTHING BANK HF. (AS SECURITY TRUSTEE FOR THE SECURED PARTIES) (THE "SECURITY TRUSTEE") AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 21st OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th OCTOBER 2006.



