

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

142289/26  
**395**

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[ 13 ]

5812979

Name of company

\* THE VIVID TOYS AND GAMES GROUP LIMITED (THE "Assignor")

Date of creation of the charge

23 July 2008

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

MASTER AGREEMENT FOR THE ASSIGNMENT OF RECEIVABLES BY WAY OF SECURITY (the "Agreement")

Amount secured by the mortgage or charge

4  
10

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 the Assignor to the Assignees (or any of them) under or pursuant to each or any of the Finance Documents, including, but not limited to

(1) as borrower under or pursuant to the Facilities Agreement,

(11) subject always to the provisions of clause 21 11 (Guarantee limitations) of the Facilities Agreement, as guarantor in connection with the obligations of the other Obligors under the Secured Documents, it being understood that the Assignor's liabilities as guarantor shall not exceed a maximum principal aggregate amount of one hundred and thirteen million pounds (£ 113,000,000), and

(continued on Addendum 2/4)

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

HSBC Bank plc of 8 Canada Square, London, E14 5HQ and The Royal Bank of Scotland PLC of 36 St Andrew Square, Edinburgh EH2 2YB (together with their respective successors, transferees and assigns under the Facilities Agreement (the "Assignees"))

Postcode

Presenter's name address and reference (if any)

Contact Denise Phillips  
DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

113920/120255/20346796.1

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

SATURDAY



\*A13GA1X2\*

A31 02/08/2008 292  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. ASSIGNMENT

1.1 Purpose of Assignment

(a) As security for the full and punctual payment, performance and discharge by the Assignor of the Secured Obligations, the Assignor undertook in accordance with the Law to assign to the Assignees all the Assigned Receivables by way of security (cession de créance à titre de garantie) subject to the terms and conditions of the Agreement.

(b) Each Lender shall benefit from the Assignment for an amount equal to such Lender's Proportion of the aggregate amount of the Assigned Receivables assigned by the Assignor

(c) The Agreement shall apply automatically to the Assignment Form delivered by the Assignor to the Security Agent, acting for and on behalf of the Assignees, on 23 July 2008, provided that the Assignment Form refers specifically to the Agreement

continued on Addendum 4/4

Please do not write in this margin

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

T  
95

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed DIA Pipes UK LLP

Date 01/08/08

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

† delete as appropriate

Notes

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

Name of company

\*insert full name  
of Company

\* THE VIVID TOYS AND GAMES GROUP LIMITED (THE "Assignor")

## 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)

(111) together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under or pursuant to the Secured Documents or any other document evidencing or securing any such liabilities,

("Secured Obligations")

## NOTE.

In this form:

"Agent" means HSBC Bank PLC,

"Assigned Debtor" means The Nomad Company, a société par actions simplifiée, organised under the laws of France, with a share capital of € 900,000, registered with the Registre du commerce et des sociétés of Nanterre under number 488 649 716 and having its registered office located at 71-73, rue Henri Barbusse, 92110 Clichy, France, as debtor of the Assignor under the Assigned Receivables,

"Assigned Receivables" means any and all Receivables assigned by way of security pursuant to the Agreement as identified in the Assignment Form made in relation thereto as set out in schedule 1 (Assigned Receivables) hereto,

"Assignment" means the assignment of the Assigned Receivables by way of security (cession de créances professionnelles à titre de garantie) granted by the Assignor in accordance with the Law by virtue of the Agreement and the Assignment Form made in relation thereto, as security for the Secured Obligations,

"Assignment Form" means the form of assignment ("bordereau de cession") in the form set out in Schedule 2 (Form of an Assignment Form) to the Agreement;

"Event of Default" has the meaning given to it under Clause 1.1 (Definitions) of the Facilities Agreement,

"Facilities Agreement" means the £113,000,000 senior term and multicurrency revolving facilities agreement dated 26 June 2006 as amended on 25 June 2008 entered into between (1) the Assignor as Parent, (2) the companies listed in Part 1 of Schedule 1 thereto as Original Borrowers, (3) the companies listed in Part 1 of Schedule 1 thereto as Original Guarantors, (4) HSBC Bank plc as Arranger, (5) the Financial Institutions listed in Part 2 of Schedule 1 thereto as Original Lenders, (6) HSBC Bank plc as Agent, (7) HSBC Bank PLC as Security Agent, (8) HSBC Bank plc as FFEC Facility Lender, (9) HSBC Invoice Finance (UK) Limited as Invoice Discounting Facility Provider and the ID Trustee and (10) HSBC Bank plc as Overdraft Bank;

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, the Overdraft Facility Letter, any FFEC Facility Letter, any Compliance

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Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, the Security Trust Deed, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement unless otherwise defined in this form M395) and any other document designated as a "Finance Document" by the Agent and the Company,

**"Law"** means Articles L.313-23 to L.313-35 of the French Monetary and Financial Code (*Code & Monétaire et Financier*),

**"Lenders"** means HSBC Bank plc and The Royal Bank of Scotland plc together with their respective successors, transferees and assigns under the Facilities Agreement,

**"Lender's Proportion"** means at any time and in relation to a particular Lender the proportion borne by (i) the amount of the Secured Obligations owed by the Assignor to that Lender to (ii) the aggregate amount of the Secured Obligations owed by the Assignor as notified by the Security Agent from time to time,

**"Obligor"** means a Borrower or a Guarantor (each as defined in the Facilities Agreement),

**"Receivables"** means all money payable as at 23 July 2008 or in the future to the Assignor by the Assigned Debtor under or in respect of the Receivables Assignment Agreements together with all rights, benefits, actions or remedies arising thereunder,

**"Receivables Assignment Agreements"** means, together, (i) the receivables assignment agreement dated 25 June 2008 entered into between Ingroup and the Assignor, (ii) the receivables assignment agreement dated 25 June 2008 entered into between Meccano and the Assignor and (iii) the two receivables assignment agreements dated 25 June 2008 entered into between FCPR 21 Développement 2 and the Assignor and "Receivables Assignment Agreement" means any of them,

**"Secured Documents"** means the Finance Documents,

**"Secured Parties"** means each Finance Party (as defined in the Facilities Agreement) from time to time party to the Facilities Agreement and the Invoice Discounting Facility Provider (as defined in the Facilities Agreement) and the ID Trustee (as defined in the Facilities Agreement) (in each case provided that they are party to the Security Trust Deed (as defined in the Facilities Agreement)) and any Receiver or Delegate (each as defined in the Facilities Agreement),

**"Security Agent"** means HSBC Bank plc,

**"Security Period"** means the period beginning on 23 July 2008 and ending on the Discharge Date

Name of company

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of Company

\* THE VIVID TOYS AND GAMES GROUP LIMITED (THE "Assignor")

SCHEDULE 1ASSIGNED RECEIVABLES

| Assigned Debtor          | References to the agreement relating to the receivable  | References of the receivable  | Amount (euro) | Date and place of payment                                     |
|--------------------------|---|---|---------------|---|
| <b>The Nomad Company</b> | The receivables assignment agreement dated 25 June 2008 entered between Ingroup and the Assignor (the " <b>Ingroup Receivables Assignment Agreement</b> ")                | All money including all interests due by The Nomad Company pursuant to the Ingroup Receivables Assignment Agreement | €150,000      | 15 June 2009 at 71-73 rue Henri Barbusse 92110 Clichy, France |
| <b>The Nomad Company</b> | The receivables assignment agreement dated 25 June 2008 entered between Meccano and the Assignor (the " <b>Meccano Receivables Assignment Agreement</b> ")                | All money including all interests due by The Nomad Company pursuant to the Meccano Receivables Assignment Agreement | €982,144 19   | 31 July 2008 at 71-73 rue Henri Barbusse 92110 Clichy, France |
| <b>The Nomad Company</b> | The receivables Assignment Agreement dated 25 June 2008 entered between FCPR 21 Développement 2 and the Assignor (the " <b>FCPR 1 Receivables Assignment Agreement</b> ") | All money including all interests due by The Nomad Company pursuant to the FCPR 1 Receivables Assignment Agreement  | €2,000,000    | 15 June 2009 at 71-73 rue Henri Barbusse 92110 Clichy, France |
| <b>The Nomad Company</b> | The receivables Assignment Agreement dated 25 June 2008 entered between FCPR 21 Développement 2 and the Assignor (the " <b>FCPR 2 Receivables Assignment Agreement</b> ") | All money including all interests due by The Nomad Company pursuant to the FCPR 2 Receivables Assignment Agreement  | €850,000      | 15 June 2009 at 71-73 rue Henri Barbusse 92110 Clichy, France |

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**4 Short particulars of all the property mortgaged or charged (continued)****2. PRESERVATION OF SECURITY****2.1 Continuing security**

Subject to Clause 12 (Covenant to release) of the Agreement, the security created under the Assignment Form (cession de créances professionnelles à titre de garantie) shall extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in part.

**2.2 Additional security**

The Assignment is in addition to, and is not in any way prejudiced by, any other security as at 23 July 2008 or after 23 July 2008 held by the Assignees in respect of the Secured Obligations

**2.3 Security transfer**

(a) In the event that any Assignee assigns, transfers or otherwise disposes of any part or all of its rights and obligations under the Facilities Agreement, it is expressly provided - and the Assignor expressly accepts - that such assignment, transfer or disposal shall not result in a reduction, obsolescence or extinction of any of its security rights and privileges under the Agreement in respect of the rights so assigned, transferred or otherwise disposed of under the Agreement. All rights and privileges under the Agreement and the Assignment Form shall continue to secure the Secured Obligations, to the pro rata benefit of the relevant assign(s), transferee(s) or successor(s) without any further formality

(b) In the event that such assignment, transfer or disposal occurs by way of novation, such Assignee expressly reserves and maintains the security rights and privileges under the Agreement and the Assignment Form for the benefit of its assign, transferee or successor in accordance with the provisions of article 1278 of the French Civil Code (Code civil)

**3. REPRESENTATIONS AND WARRANTIES****3.1 Representations and warranties**

The Assignor represented and warranted to the Assignees that

(a) Encumbrances. To the best of its knowledge (having made due and careful enquiry), the Assigned Receivables are not subject to any encumbrance and there are no similar restrictions which may affect the rights of the Assignees under the Agreement and the Assignment Form made in relation thereto or the value of the Assigned Receivables except as expressly stated in the Agreement or as expressly permitted by, and in accordance with, the terms of the Facilities Agreement and each Assigned Receivable has not been previously assigned or retention of title provisions agreed in the ordinary course of business

**4. UNDERTAKINGS****4.1 Negative Pledge**

Without the prior written consent of the Security Agent, acting for and on behalf of the Assignees, and/or except as permitted or required under the Facilities Agreement, the Assignor will not, throughout the Security Period, but subject to Clause 4 (Collection by

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the Assignor) of the Agreement:

- (a) waive or materially vary each Receivables Assignment Agreement, other than in the ordinary course of business, in a way which would have a material adverse affect on the security interests granted to the Assignees under the Agreement;
- (b) modify the Assignees' rights relating to the Assigned Receivables upon the delivery of the Assignment Form, in particular the Assignor shall not modify or restrict the scope or rights attached to the Assigned Receivables vis-à-vis the Assigned Debtor, including by sub-contracting part or whole of its obligations under the Receivables Assignment Agreements;
- (c) modify the guarantees and security interests attached to the Assigned Receivables upon the delivery of the Assignment Form or following the occurrence of an Event of Default under the Facilities Agreement in respect of which any notice has been issued or rights exercised by the Agent under Clause 26 17 (Acceleration) of the Facilities Agreement, agree any material amendment of our material variation in the Assigned Receivables other than in the ordinary course of business, and
- (d) create, incur or permit to subsist any encumbrance over the Assigned Receivables other than for the benefit of the Assignees.

#### 4.2 Perfection of Assignment

- (a) The Assignor will, at its own cost and expense, perform all acts and execute all documents and instrument reasonably requested by the Assignees from time to time in order to evidence, perfect, maintain or enforce the Assignment or otherwise in accordance with the provisions of the Agreement and the Assignment Form relating thereto.
- (b) On the delivery date of the Assignment Form, the Assignor will, at its own cost and expense, perform all acts and execute all documents so that the Assignment constitutes a legal, valid, enforceable and binding obligation against the Assigned Debtor



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5812979  
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MASTER AGREEMENT FOR THE  
ASSIGNMENT OF RECEIVABLES BY WAY OF SECURITY  
DATED 23 JULY 2008 AND CREATED BY THE VIVID TOYS AND  
GAMES GROUP LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC  
AND THE ROYAL BANK OF SCOTLAND PLC, TOGETHER WITH  
THEIR RESPECTIVE SUCCESSORS, TRANSFEREES AND  
ASSIGNS UNDER THE FACILITIES AGREEMENT (THE  
ASSIGNEES) (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 2 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 AUGUST 2008

*Pargela*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES