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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)

For official use

Company number

2111

6787528

Name of company

* Aurora Fashions Finance Limited ("**Charging Company**")

Date of creation of the charge

2 March 2009

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

Group Guarantee and Debenture ("**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) and whether as principal or surety of each present or future Charging Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to the Guarantee or Deed of Indemnity together with all interest accruing thereon ("**Secured Obligations**")

(definitions continued in Addendum 2/4)

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

Kaupthing Bank hf., Borgartun 19, 105 Reykjavik, Iceland ("**Security Trustee**")

Postcode

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

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

RC 3145-120043

Time critical reference

For official Use (02/06)
Mortgage Section

WEDNESDAY



A05

COMPANIES HOUSE

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145468 / 260

395

4. GRANT OF SECURITY

4.1 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 the Secured Obligations.

(continued in Addendum 4/4)

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed DLA PIPER UK LLP

Date 10/3/09

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
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* Aurora Fashions Finance Limited ("Charging 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)

Definitions used:

"Acceptable Bank" means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non-credit-enhanced debt obligations of A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Agent;

"Accession Deed" means an accession deed substantially in the form set out in schedule 6 of the Deed (*Form of Accession Deed*);

"Accession Letter" means a document substantially in the form set out in schedule 7 of the Senior Facilities Agreement (*Form of Accession Letter*);

"Accounting Reference Date" means the Saturday closest to 31 January in each year;

"Additional Borrower" means a company which becomes a Borrower in accordance with clause 31 of the Senior Facilities Agreement (*Changes to the Obligors*);

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 31 of the Senior Facilities Agreement (*Changes to the Obligors*);

"Administrators" means Neville Kahn, Lee Manning and Philip Bowers of Deloitte LLP, whose office is at 66 Shoe Lane, London EC4A 3WA in their capacity as joint administrators for the Companies in Administration;

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

"Agent" means Kaupthing Bank hf.;

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated on the Second Effective Date relating to the Senior Facilities Agreement;

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

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 10 of the Senior Facilities Agreement (*Ancillary Facilities*);

Name of company

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"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 10 of the Senior Facilities Agreement (*Ancillary Facilities*);

"Arranger" means Kaupthing Bank hf.;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 of the Deed (*Security assignments*);

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Base Currency" means Sterling;

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 31 of the Senior Facilities Agreement (*Changes to the Obligors*);

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day;

"Cash Collateral Accounts" means each:

- (a) Mandatory Prepayment Account; and
- (b) each Holding Account,

(each as defined in the Senior Facilities Agreement and including but not limited to the accounts (if any) specified as such in schedule 4 of the attachment to this Form 395 (*Details of Security Assets*);

"Cash Equivalent Investments" means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United Kingdom, the United States of America or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
 - (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in the United Kingdom or the United States of America;
 - (iii) which matures within one year after the relevant date of calculation; and

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- (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit-enhanced debt obligations, an equivalent rating;
- (d) Sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);
- (e) any investment accessible within 30 days in money market funds which have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited and which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above; or
- (f) any other debt security approved by the Majority Lenders,

in each case, to which any member of the Group is beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than one arising under the Transaction Security Documents);

"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:

- (a) the securities specified in schedule 3 of the attachment to this Form 395 (*Details of Security Assets*); and
- (b) 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 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time;

"Charging Companies" means:

- (a) the Original Charging Companies; and
- (b) any other company which accedes to the Deed pursuant to an Accession Deed;

"Collection Account" means (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account) immediately upon receipt pay all monies which it receives in respect of the Receivables into:

- (A) the account specified against its name in schedule 4 of the attachment to this Form 395 (*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 other bank as the Security Trustee may from time to time direct,

Name of company

*insert full name
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(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a Collection Account;

"Company" means Mosaic Fashions Finance Limited a company incorporated under the laws of England and Wales with company number 4871391;

"Closing Date" means 12 October 2006;

"Commitment" means a Facility A Commitment, a Facility B Commitment, a Facility C Commitment a Forex Facility Commitment or a Revolving Facility Commitment;

"Company" means Mosaic Fashions Finance Limited, a company incorporated under the laws of England and Wales with company number 4871391;

"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between the Company, MFL and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company and MFL up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities, the Mezzanine Facility, the Investor Loan Notes and amounts due under the Warrant Loan Agreement;

"Compliance Certificate" means a certificate substantially in the form set out in schedule 9 of the Senior Facilities Agreement (*Form of Compliance Certificate*);

"Companies in Administration" means those companies listed in schedule 7 of the attachment to this Form 395;

"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed;

"Deed of Indemnity" means the deed of indemnity dated on or about the date of this Agreement between (1) the First Ranking Creditors (as the administrators) and (2) the Purchasers (as defined therein) in respect of the sale by administrators of the Mosaic group of companies;

"Default" means any amounts become due and payable under the Deed of Indemnity or the Guarantee and are not paid within 3 Business Days of demand;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee;

"Deed of Indemnity" means the deed of indemnity dated on or about the date of the Senior Facilities Agreement between (1) the First Ranking Creditors and (2) the Purchasers (as defined therein) granted in connection with the sale by the Administrators of the business and assets of the companies in Administration to Aurora Fashions Holdings Limited;

"Disposal" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);

Name of company

*insert full name
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"Disposal Proceeds" means the consideration receivable by any member of the Group (including any amount receivable in repayment of intercompany debt) for any Disposal made by any member of the Group except for Excluded Disposal Proceeds and after deducting:

- (i) reasonable expenses incurred by any member of the Group with respect to that Disposal to persons who are not members of the Group; and
- (ii) any Tax incurred and required to be paid by the seller in connection with that Disposal (as reasonably determined by the seller, on the basis of then existing rates and taking account of any available credit, deduction or allowance);

"Drop Down Agreement" means the share sale agreement dated on or shortly after 12 October 2006 between MFL and the Company;

"Effective Date" has the meaning given to that term in the Restructuring Agreement;

"Excluded Disposal Proceeds" means, only while no Default is continuing, any Disposal Proceeds arising as a result of a Permitted Disposal;

"Facility" means a Term Facility, the Forex Facility or the Revolving Facility;

"Facility A" means a Base Currency term loan facility in an aggregate amount equal to the Total Facility A Commitments;

"Facility A Commitment" means:

(a)

Name of Original Lender	Facility A Commitment
Kaupthing Bank hf.	£82,000,000

and the amount of any other Facility A Commitment transferred to it under the Senior Facilities Agreement; and

- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement;

"Facility A Loan" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan;

"Facility B" means a Base Currency term loan facility in an aggregate amount equal to the Total Facility B Commitments;

"Facility B Commitment" means:

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(a)

Name of Original Lender	Facility B Commitment
Kaupthing Bank hf.	£84,700,000

and the amount of any other Facility B Commitment transferred to it under the Senior Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement;

"Facility B Loan" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan;

"Facility C" means a Base Currency term loan facility in an aggregate amount equal to the Total Facility C Commitments;

"Facility C Commitment" means:

(a)

Name of Original Lender	Facility C Commitment
Kaupthing Bank hf.	£84,700,000

and the amount of any other Facility C Commitment transferred to it under the Senior Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility C Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement;

"Facility C Loan" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan;

"Fee Letter" means:

Name of company

*insert full name
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- (a) any letter or letters dated on or about 12 October 2006 between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to below:

Commitment fee

- (i) The Parent shall pay to the Agent (for the account of each Lender) a fee in the Base Currency computed at the rate of 0.75 per cent per annum on that Lender's Available Commitment under the Revolving Facility for the Availability Period applicable to the Revolving Facility provided that for the purposes of calculating such fee the Lender's Available Commitment shall not be reduced by its Ancillary Commitment (to the extent such Lender is an Ancillary Lender) but shall be reduced by the Ancillary Outstandings from time to time.
- (ii) The accrued commitment fee is payable on the last day of each successive period of three Months which ends during the relevant Availability Period, on the last day of the relevant Availability Period and on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

Agency fee

The Parent shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

Security Trustee fee

The Parent shall pay to the Security Trustee (for its own account) a fee in the amount and at the times agreed in a Fee Letter.

Fees payable in respect of Letters of Credit

- (i) The Parent or each Borrower shall pay to the Issuing Bank a fronting fee at the rate of 0.125 per cent per annum on the outstanding amount which is counter-indemnified by the other Lenders of each Letter of Credit requested by it for the period from the issue of that Letter of Credit until its Expiry Date.
- (ii) The Parent or each Borrower shall pay to the Agent (for the account of each Lender) a Letter of Credit fee in the Base Currency (computed at the rate equal to the Margin applicable to a Revolving Loan) on the outstanding amount of each Letter of Credit requested by it for the period from the issue of that Letter of Credit until its Expiry Date. This fee shall be distributed according to each Lender's L/C Proportion of that Letter of Credit.
- (iii) The accrued fronting fee and Letter of Credit fee on a Letter of Credit shall be payable on the first day of each successive period of three Months (or such shorter period as shall end on the Expiry Date for that Letter of Credit) starting on the date of issue of that Letter of Credit. The accrued fronting fee and Letter of Credit fee is also payable to the Agent on the cancelled amount of any Lender's Revolving Facility Commitment at the time the cancellation is effective if that Commitment is cancelled in full and the Letter of Credit is prepaid or repaid in full.

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- (iv) Each Borrower shall pay to the Issuing Bank (for its own account) an issuance/administration fee in the amount and at the times specified in a Fee Letter.

Interest, commission and fees on Ancillary Facilities

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrower of that Ancillary Facility based upon normal market rates and terms.

Interest, commission and fees on the Forex Facility

The rate and time of payment of interest, commission, fees and any other remuneration in respect of the Forex Facility shall be determined by agreement between the relevant Hedging Counterparty and the Borrower of that Forex Facility based upon normal market rates and terms; and

- (b) any agreement setting out fees payable to a Finance Party referred to in clause 18.4 (*Fees payable in respect of Letters of Credit*) (see "Fee Letter" above or clause 18.5 (*Interest, commission and fees on Ancillary Facilities*)) (See "Fee Letter" above) of the Senior Facilities Agreement or under any other provision of the Senior Facilities Agreement or any other Finance Document;

"Finance Document" means the Senior Facilities Agreement, the Amendment and Restatement Agreement, the Restructuring Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any ICEX Bonds Look Forward Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Obligors' Agent;

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender;

"Financial Year" means the period of 12 months ending on the Accounting Reference Date in each year;

"First Ranking Creditors" means the First Ranking Security Agent, each Original First Ranking Creditor and any other person to whom any of the First Ranking Debt is assigned or transferred and which executes and delivers to the Security Trustee an Accession Deed;

"First Ranking Debt" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any member of the Group to any First Ranking Creditor under or pursuant to the First Ranking Debt Documents, together with all interest on it and all costs, charges and expenses due, owing or incurred under or in connection with the First Ranking Debt Documents;

"First Ranking Debt Documents" means the Deed of Indemnity and the Deed;

"First Ranking Security Agent" means Kaupthing Bank hf.

"Forex Facility" means a Base Currency foreign exchange facility in an aggregate amount equal to the Total Forex Facility Commitments;

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"Forex Facility Commitment" means:

(a)

Name of Original Lender	Forex Facility Commitment
Kaupthing Bank hf.	£20,000,000

and the amount of any other Forex Facility Commitment transferred to it under this agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Forex Facility Commitment transferred to it under this agreement,

to the extent not cancelled, reduced or transferred by it under this agreement;

"First Ranking Creditors" has the meaning given to such term in the Intercreditor Agreement;

"Group" means the Parent, and each of its Subsidiaries for the time being;

"Guarantee" means the guarantee contained in clause 2 (*Guarantee and indemnity*) is given subject to, and with the benefit of, the provisions set out in schedule 2 (*The Guarantee*). The guarantee is given by each Charging Company separately and jointly with every other Charging Company;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 31 of the Senior Facilities Agreement (*Changes to the Obligors*);

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the Intercreditor Deed;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty on ISDA standard terms for the purpose of:

- (a) hedging interest rate liabilities in relation to all or part of the Term Facilities and the Mezzanine Facility in accordance with the Hedging Letter delivered to the Agent on the Closing Date; and
- (b) any other Permitted Treasury Transaction where such agreements have been notified to the Agent and such counterparties have become Hedging Counterparties in accordance with the provisions of the Intercreditor Agreement;

"Hedging Letter" has the meaning given to that term in part 1 of schedule 2 of the Senior Facilities Agreement (*Conditions precedent*);

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"Holding Account" means an interest-bearing account:

- (a) held by a member of the Group with the Agent or Security Trustee;
- (b) identified in a letter between the Obligors' Agent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

as the same may be redesignated, substituted or replaced from time to time;

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

"ICEX Bonds Look Forward Certificate" means a certificate:

- (a) from the Parent;
- (b) signed by a director of the Parent;
- (c) addressed to the Finance Parties;
- (d) certifying that, based upon its reasonable assumptions at the date of such certificate the Parent will, for a period of six months from the date of the certificate, comply with all of its obligations under clause 27.2 of the Senior Facilities Agreement (*Financial condition*); and
- (e) attaching forecasts and projections demonstrating the Parent's future compliance with its obligations under clause 27.2 of the Senior Facilities Agreement (*Financial condition*);

"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, without limitation the policies of insurance (if any) specified in schedule 6 of the attachment to the Form 395 (*Details of Security Assets*));

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to:

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and
- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the registered trade mark rights specified in part 4 of schedule 2 of the Deed (*Details of Security Assets*));

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"Intercreditor Deed" means the intercreditor deed dated 12 October 2006 as amended and restated on the Effective Date and amended on the Second Effective Date 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);

"Investor Loan Note Instrument" means the instrument in the agreed form pursuant to which the Investor Loan Notes are, or are to be, constituted;

"Investor Loan Notes" means the £45,000,000 unsecured subordinated loan notes of MFL due on the Facilities Discharge Date (as defined in the Investor Loan Note Instrument);

"Issuing Bank" means the Original Issuing Bank and any other Lender which has notified the Agent that it has agreed to the Obligors' Agent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the Senior Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit;

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

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by Sierra Holdings Limited (in respect of Derek Lovelock) or MFL (in respect of Margaret Lustman and Richard Glanville) in respect of their death and disability and/or critical illness and any substitute or replacement policy entered into relating to the same;

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 30 of the Senior Facilities Agreement (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement;

"Letter of Credit" means:

- (a) a letter of credit, substantially in the form set out in schedule 11 of the Senior Facilities Agreement (*Form of Letter of Credit*) or in any other form requested by the Obligors' Agent and agreed by the Agent and the Issuing Bank; or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Obligors' Agent on its behalf) and agreed by the Agent and the Issuing Bank;

Name of company

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of Company

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"Loan" means a Term Loan or a Revolving Loan;

"Majority Lenders" means:

- (a) a Lender or Lenders whose Revolving Facility Commitments aggregate more than 66²/3 per cent of the Total Revolving Facility Commitments; and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66²/3 per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66²/3 per cent of the Total Commitments immediately prior to that reduction);

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between the Obligors' Agent and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time;

"Mezzanine Facility" means the Facility as defined in the Mezzanine Facility Agreement;

"Mezzanine Facility Agreement" means the mezzanine facility agreement in the agreed form dated 12 October 2006 as amended on or about the Effective Date and made between the Parent (1), the Company (2), the companies listed in part 1 of schedule 1 to that agreement (as Original Guarantors) (3), Kaupthing Bank hf. (as Arranger) (4), the financial institution listed in part 2 of schedule 1 to that agreement (as Original Lender) (5), Kaupthing Bank hf. (as Agent) (6) and Kaupthing Bank hf. (as Security Trustee) (7);

"MFL" means Mosaic Fashions Limited, a company incorporated under the laws of England and Wales with company number 4871389;

"Obligor" means a Borrower or a Guarantor;

"Obligors' Agent" means MFL, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 2.3 of the Senior Facilities Agreement (Obligors' Agent);

"Original Borrowers" means the companies listed in schedule 8 of the attachment to this Form 395;

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

"Original Charging Companies" means the companies listed in Schedule 1 to the Deed - Aurora Fashions Holdings Limited (6822133), Aurora Fashions Finance Limited (6787528), O Fashions Limited (6818415), W Fashions Limited (6818428), K Retail Limited (6818444), C Fashions Limited (6818458), SS Fashions Limited (6818468), Aurora Specialty Brands Limited (6822718), O Fashions Propco Limited (6822670), O Fashions Opco Limited (6822219), W Fashions Propco Limited (6822218), W Fashions Opco Limited (6822214), C Fashions Propco Limited (6822212), C Fashions Opco Limited (6822210), Aurora Specialty Brands Propco Limited (6822196), Aurora Specialty Brands Opco Limited (6822185), K Retail Propco Limited (6822157), K Retail Opco Limited (6822177), HS 484 Limited (6822125) and Mosaic Fashions US Limited (4327477);

"Original First Ranking Creditors" means the companies listed in schedule 1 of the attachment to this Form 395 (First Ranking Creditors);

"Original Issuing Bank" means Kaupthing Bank hf.;

"Original Lender" means Kaupthing Bank hf.;

"Parent" means Mosaic Fashions hf. a company incorporated under the laws of Iceland with ID number 550405-0320;

"Party" means a party to the Senior Facilities Agreement;

"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, 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, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- (c) provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property, 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 may agree provided that the aggregate amount of all such Disposal Proceeds shall not exceed £500,000 in any Financial Year and such Disposal Proceeds shall during such period be retained in a Holding Account;
- (d) of obsolete or redundant vehicles, plant and equipment for cash;
- (e) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments;

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

- (f) constituted by a licence of intellectual property rights permitted by clause 28.30 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 by MFL to the Company under the Drop Down Agreement;
- (i) of the entire issued share capital of Whistles Limited and its Subsidiaries; and
- (j) provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property, Joint Ventures or other assets the subject of a fixed charge under the Transaction Security) 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 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 over or affecting any asset acquired by a member of the Group after the Closing Date 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;

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

- (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;
- (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);
- (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;
- (k) Security arising under the Transaction Security Documents;
- (l) any Security entered into by any member of the Group to secure the PIK Facility;
- (m) any Security entered into pursuant to any Finance Document; or
- (n) any Security (a "Replacement Security") which renews or replaces any Security referred to in any of the foregoing paragraphs (each an "Original Security") but only if the amount secured by that Original Security is not increased, and the Replacement Security is limited to all or a part of the properties or assets which were subject to the Original Security;

"Permitted Transaction" means:

- (a) any Disposal 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;

"Permitted Treasury Transaction" mean a Treasury Transaction permitted under clause 27.35 of the Senior Facilities Agreement (*Treasury Transaction*);**"PIK Facility"** means the PIK Facility as such term is defined in the PIK Facility Agreement;

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

"PIK Facility Agreement" means the PIK facility agreement in the agreed form dated on or about the Effective Date and made between the Parent (1), the Company (2), the companies listed in part 1 of schedule 1 to that agreement (as Original Guarantors) (3), Kaupthing Bank hf. (as PIK Arranger) (4), the financial institution listed in part 2 of schedule 1 to that agreement (as Original lender) (5), Kaupthing Bank hf. (as PIK Agent) (6) and Kaupthing Bank hf. (as Security Trustee) (7);

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Quasi-Security" has the meaning given to that term in clause 28.15 of the Senior Facilities Agreement (Negative pledge);

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future 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 schedule 2 of the attachment to this Form 395 (Details of Security Assets)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT 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:

- (a) 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
- (b) 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:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

"Relevant Contract" means:

- (a) any Approved Hedging Arrangements; and
- (b) each agreement specified in schedule 9 of the attachment to this Form 395 (*Details of Security Assets*) or specified in any Accession Deed as a "Material Contract",

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

"Resignation Letter" means a letter substantially in the form set out in schedule 8 of the Senior Facilities Agreement (*Form of Resignation Letter*);

"Restructuring Agreement" means the amendment and restatement agreement dated on the Effective Date relating to the Senior Facilities Agreement;

"Revolving Facility" means a multicurrency revolving credit facility in an aggregate amount, the Base Currency Amount of which is equal to the Total Revolving Facility Commitments;

"Revolving Facility Commitment" means:

(a)

Name of Original Lender	Revolving Facility Commitment
Kaupthing Bank hf.	£75,000,000

and the amount of any other Revolving Facility Commitment transferred to it under the Senior Facilities Agreement; and

- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement;

"Revolving Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan;

"Second Effective Date" has the meaning given to that term in the Amendment and Restatement 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;

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

"Secured Party" means the First Ranking Creditors, the Security Trustee, Administrators and any Receiver or Delegate;

"Security Period" means the period beginning on the date of the Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid or discharged in full;

"Selection Notice" means a notice substantially in the form set out in part 2 of schedule 3 of the Senior Facilities Agreement (*Requests*) given in accordance with clause 16 (*Interest Periods*):

Selection of Interest Periods and Terms

- (a) A Borrower (or the Obligors' Agent on its behalf) may select an Interest Period for a Loan in the Utilisation Request for that Loan or (if the Loan is a Term Loan and has already been borrowed) in a Selection Notice.
- (b) Each Selection Notice for a Term Loan is irrevocable and must be delivered to the Agent by the Borrower (or the Obligors' Agent on its behalf) to which that Term Loan was made not later than the Specified Time.
- (c) If a Borrower (or the Obligors' Agent on its behalf) fails to deliver a Selection Notice to the Agent in accordance with clause 16.1(b), the relevant Interest Period will, subject to clause 16.2 (*Changes to Interest Periods*), be three Months.
- (d) Subject to this clause 16, a Borrower (or the Obligors' Agent) may select an Interest Period of one, two, three or six Months or any other period agreed between the Obligors' Agent and the Agent (acting on the instructions of all the Lenders). In addition, the Obligors' Agent may select an Interest Period (in relation to any Term Facility) of less than one Month, if necessary to ensure that there are Facility A Loans, Facility B Loans and Facility C Loans (with an aggregate Base Currency Amount equal to or greater than the relevant Repayment Instalment) which have an Interest Period ending on a Facility A Repayment Date, a Facility B Repayment Date or a Facility C Repayment Date for the Obligors' Agent to make the Repayment Instalment due on the relevant date.
- (e) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to its Facility.
- (f) Each Interest Period for a Term Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.
- (g) A Revolving Loan has one Interest Period only.
- (h) Prior to the Syndication Date, each Interest Period shall be such period as the Agent shall select, provided always that it is acknowledged that the current Interest Period is six months and each subsequent Interest Period shall be six months until such time as the Agent directs otherwise and any Interest Period which would otherwise end during the month preceding or extend beyond the Syndication Date shall end on the Syndication Date.

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

Changes to Interest Periods

- (a) Prior to determining the interest rate for a Facility A Loan, Facility B Loan or Facility C Loan, the Agent may shorten an Interest Period for any Facility A Loan, Facility B Loan or Facility C Loan, if necessary to ensure that there are sufficient Facility A Loans, Facility B Loans or Facility C Loans (with an aggregate Base Currency Amount equal to or greater than the relevant Repayment Instalment) which have an Interest Period ending on a Facility A Repayment Date, a Facility B Repayment Date or a Facility C Repayment Date for the Obligors' Agent to make the Repayment Instalment due on the relevant date.
- (b) If the Agent makes any of the changes to an Interest Period referred to in this clause 16.2, it shall promptly notify the Obligors' Agent and the Lenders;

"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated the same date as the Deed and made between (1) Aurora Fashions Holdings Limited as Parent, (2) Aurora Fashions Finance Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (4) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (5) Kaupthing Bank hf. as Arranger, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lender, (7) Kaupthing Bank hf. as Agent and (8) the Security Trustee, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Sterling" and **"£"** mean the lawful currency of the United Kingdom;

"Subsidiary" of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first-mentioned company or corporation,

and for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"Target" means Rubicon Retail Limited, a company incorporated under the law of England and Wales with company number 4807687;

"Target Shares" means all of the shares of Target and all warrants and options in respect of the share capital of Target;

"TARGET" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system;

"TARGET Day" means any day on which TARGET is open for the settlement of payments in euro;

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

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Name of company

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of Company

* Aurora Fashions Finance Limited ("Charging Company")

"Term Facility" means Facility A, Facility B or Facility C;

"Term Loan" means a Facility A Loan, a Facility B Loan or a Facility C Loan;

"Total Commitments" means the aggregate of the Total Facility A Commitments, the Total Facility B Commitments, the Total Facility C Commitments, the Total Forex Facility Commitments and the Total Revolving Facility Commitments, being £346,400,000 at the Second Effective Date;

"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being £82,000,000 as of the Second Effective Date;

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being £84,700,000 as of the Second Effective Date;

"Total Facility C Commitments" means the aggregate of the Facility C Commitments, being £84,700,000 as of the Second Effective Date;

"Total Forex Facility Commitments" means the aggregate of the Forex Facility Commitments, being £20,000,000 as of the Second Effective Date;

"Total Revolving Facility Commitments" means the aggregate of the Revolving Facility Commitments, being £75,000,000 as of the Second Effective Date;

"Transaction Security Documents" means each of the documents specified in:

- (a) schedule 10 of the attachment to this Form 395 (*Conditions precedent*);
- (b) Any security documents which are required by the Agent executed by the proposed Additional Obligor (*Conditions precedent*);
- (c) clause 27.43;
- (d) a deed of assignment of Key-man Policy dated 12 October 2006 and made between (1) Sierra Holdings Limited and (2) the Security Trustee; and
- (e) a deed of assignment of Key-man Policies dated 19 November 2007 and made between (1) MFL and (2) the Security Trustee,

(all 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 Party in relation to the obligations of any Obligor under any Finance Document;

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;

"Utilisation" means a Loan or a Letter of Credit;

"Utilisation Request" means a notice substantially in the relevant form set out in part 1 of schedule 3 of the Senior Facilities Agreement (*Requests*); and

"Warrant Loan Agreement" means the loan agreement dated on or about 12 October 2006 in the agreed form between the Parent (as lender) (1) and MFL (as borrower) (2).

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

Addendum 3/4

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

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

4.2 **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).

5. **FIXED SECURITY**5.1 **Fixed charges**

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

(a) by way of first legal mortgage:

(i) the Real Property (if any) specified in schedule 2 of the attachment to this Form 395 (*Details of Security Assets*); and

(ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, such Charging Company (not charged by clause 5.1(a)(i) of the Deed);

(b) by way of first fixed charge:

(i) all other Real Property and all interests in Real Property (not charged by clause 5.1(a) of the Deed);

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(iii) the proceeds of sale of all Real Property;

(c) by way of first fixed charge all plant and machinery (not charged by clause 5.1(a) or 5.1(b) of the Deed) and the 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 5.1(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 any Charging Company's stock-in-trade or work-in-progress);

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

(e) by way of first fixed charge:

- (i) the Charged Securities referred to in schedule 3 of the attachment to this Form 395 (*Details of Security Assets*); and
- (ii) all other Charged Securities (not charged by clause 5.1(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 such Charging 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 Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
- (ii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clause 5.1(f) of the Deed) and all monies at any time standing to the credit of such accounts (other than the Cash Collateral 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 schedule 5 of the attachment to this Form 395 (*Details of Security Assets*); and
- (ii) all other Intellectual Property (if any) (not charged by clause 5.1(g)(i) of the Deed);

(h) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 of the Deed (*Security Assignments*), by way of first fixed charge such Assigned Asset;

(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 such Charging Company or the use of any of its assets; and
- (ii) any letter of credit issued in favour of such Charging 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 such Charging Company.

5.2 Security assignments

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

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant

Company number

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Name of company

*insert full name
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* Aurora Fashions Finance Limited ("Charging Company")

Contracts and all proceeds and claims arising therefrom;

(b) each of the following:

(i) all Insurances specified in schedule 6 of the attachment to this Form 395
(*Details of Security Assets*); and

(ii) all other Insurances (not assigned by clause 5.2(b)(i) of the Deed),

and all claims under the Insurances and all proceeds of the Insurances (other
than the Key-man Policies); and

(c) all other Receivables (not assigned under clauses 5.2(a) or 5.2(b) of the Deed).

To the extent that any Assigned Asset described in clause 5.2(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 such Charging Company to any
proceeds of such Insurances.

6. FLOATING CHARGE

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

(a) assets and undertaking (wherever located) not otherwise effectively charged by
way of first fixed mortgage or charge or assigned pursuant to clause 5.1 (*Fixed
Charges*), clause 5.2 (*Security Assignments*) or any other provision of the Deed;
and

(b) (whether or not effectively so charged or assigned) heritable property and all
other property and assets in Scotland.

7. CONVERSION OF FLOATING CHARGE

7.1 Conversion by notice

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

(a) a Default has occurred and is continuing; or

(b) the Security Trustee (acting reasonably) considers any Security 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.

7.2 Small companies

The floating charge created under the Deed by any Charging 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 such Charging Company.

7.3 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:

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

- (a) in relation to any Security Asset which is subject to a floating charge if:
- (i) such Charging Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent 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
- (b) over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of such Charging Company or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

7.4 Scottish property

Clause 7.3 of the Deed (*Automatic Conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

7.5 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 7.1 of the Deed (*Conversion by Notice*) in relation to any class of assets of any Charging 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 other right of the Security Trustee and/or the other Secured Parties.

8. CONTINUING SECURITY**8.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of 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.

8.2 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 or the Administrators may at any time hold for any Secured Obligation.

8.3 Right to enforce

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

9. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, each Charging Company remains liable to observe and perform all 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 to make any payment in respect of any such condition or obligation.

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

10. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Charging Company with the Security Trustee or in which any Charging Company has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Security Trustee.

RESTRICTIVE COVENANTS**12.1 Negative pledge and Disposals**

No Charging Company shall 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 or Quasi-Security on any Security Asset 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 and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction).

12.2 Security Assets generally

Each Charging Company shall:

- d) not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement;
- f) 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 Security Asset (or make any omission which has such an effect).

12.5 Real Property undertakings - maintenance

- b) No Charging Company shall, except with the prior written consent of the Security Trustee (or as expressly permitted under the Senior Facilities Agreement:
 - i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or
 - iii) grant any licence to assign or sub-let any part of the Real Property.
- c) No Charging Company shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Trustee.
- d) No Charging Company shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

12.9 Operation of Collection Accounts

- a) Whilst a Default is continuing, no Charging Company shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Trustee and the Security Trustee shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

12.12 Charged Investments - protection of security

- e) No Charging Company shall nominate another person to enjoy or exercise all or any specified rights of the Charging Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

25.1 Charging Companies

No Charging Company may assign any of its rights or obligations under the Deed.

26.3 Land Registry

- c) No Charging Company shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

FURTHER ASSURANCES**22 Further action**

Each Charging Company shall (and the Parent shall procure that each Charging Company shall) at its own expense, immediately do all acts and execute all documents as the Security Trustee or Receiver may reasonably specify (and in such form as the Security Trustee or a Receiver may reasonably require) for:

- a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;
- b) facilitating the realisation of any Security Asset;
- c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- d) creating and perfecting Security in favour of the Security Trustee over any property and assets of that Charging 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.

This includes:

- i) the re-execution of the Deed or such Transaction Security Document;
- ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Trustee or to its nominee; and
- iii) the giving of any notice, order or direction and the making of any filing or

Company number

6787528

Name of company

*insert full name
of Company

* Aurora Fashions Finance Limited ("Charging Company")

registration,

which, in any such case, the Security Trustee may think expedient.

22.2 Specific security

Without prejudice to the generality of clause 22.1 of the Deed (*Further action*), each Charging Company will immediately upon request by the Security Trustee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 7 of the Deed (*Conversion of floating charge*)).

RECEIVER

The Deed gives the Security Trustee the power to appoint a Receiver.

POWER OF ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appointed the Security Trustee and any Delegate to be its attorney to take any action which such Charging Company is obliged to take under the Deed, including under clause 21 of the Deed (*Successors-in-title*). Each Charging Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

ATTACHMENT TO FORM 395:

First Ranking Creditors Details of Security Assets

Schedule 1

The First Ranking Creditors

Name	Company Number
Neville Kahn, Lee Manning and Philip Bowers of Deloitte LLP in their capacity as joint administrators of each of the other First Ranking Creditors	N/A
Mosaic Fashions Limited (in administration)	04871389
Mosaic Fashions Finance Limited (in administration)	04871391
Warehouse Fashion Limited (in administration)	04251137
Principles Retail Limited (in administration)	04275970
Anoushka G Fashions Limited (in administration)	06240184
Oasis Stores Limited (in administration)	02571150
Coast Stores Limited (in administration)	05607538
Karen Millen Limited (in administration)	02567238
Rubicon Retail Limited (in administration)	04807687
Noel Acquisitions Limited (in administration)	04871393
The Shoe Studio Group Limited (in administration)	01239836
Sonora Holdings Limited (in administration)	05075052
Rubicon Retail Fashion Limited (in administration)	04580198
Studio Group Holdings Limited (in administration)	04117606
Sierra Holdings Limited (in administration)	04226585
Mohave Limited (in administration)	05074656
Rubicon Retail Holdings Limited (in administration)	04172141
The Shoe Studio Group Holdings Limited (in administration)	03226978
Sierra Acquisitions Limited (in administration)	04235394
Karen Millen Holdings Limited (in administration)	02992143

Rubicon Retail Finance Limited (in administration)	04275988
Roberto Vianni Limited (in administration)	03291262
Pied a Terre Group Limited (in administration)	03226985
Warehouse Limited (in administration)	01087185
Studio Group Brands Limited (in administration)	02893840
Bertie Shoes Limited (in administration)	03153784
Rayne Shoes (1994) Limited (in administration)	02917969
The Warehouse Group Ltd (in administration)	00841325

Schedule 2

Real Property

None as at the date of the Deed

Schedule 3

Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Aurora Fashions Holdings Limited	Aurora Fashions Finance Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	O Fashions Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	W Fashions Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	K Retail Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	C Fashions Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	Aurora Speciality Brands Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	SS Fashions Limited	Ordinary	one	£1
Aurora Fashions Finance Limited	HS 484 Limited	Ordinary	one	£1
O Fashions Limited	O Fashions Propco	Ordinary	one	£1

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
	Limited			
O Fashions Limited	O Fashions Opco Limited	Ordinary	one	£1
O Fashions Limited	O Fashions Ireland Limited			
W Fashions Limited	W Fashions Propco Limited	Ordinary	one	£1
W Fashions Limited	W Fashions Opco Limited	Ordinary	one	£1
W Fashions Limited	W Fashions Ireland Limited			
K Retail Limited	K Retail Opco Limited	Ordinary	one	£1
K Retail Limited	K Retail Propco Limited	Ordinary	one	£1
K Retail Limited	Karen Millen Ireland Limited			
K Retail Limited	Karen Millen Sweden AB			
K Retail Limited	Mosaic Fashions US Limited			
K Retail Limited	Karen Millen Deutschland Gmbh			
K Retail Limited	Karen Millen Belgium SPRL			
K Retail Limited	Karen Millen (Hong Kong) Limited			
K Retail Limited	Karen Millen Holland B.V			
K Retail Limited	Karen Millen Spain			
K Retail Limited	Karen Millen France SARL			
C Fashions Limited	C Fashions Propco Limited	Ordinary	one	£1
C Fashions Limited	C Fashions Opco Limited	Ordinary	one	£1
O Fashions Limited	Coast Fashions Ireland			

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Aurora Speciality Brands Limited	Aurora Speciality Brands Propco Limited	Ordinary	one	£1
Aurora Speciality Brands Limited	Aurora Speciality Brands Opco Limited	Ordinary	one	£1

Schedule 4

Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Sort code
Aurora Fashions Finance Limited	83640663	Barclays Bank PLC	20-65-82

Schedule 5

Trade Marks

DOMAIN NAME	SUFFIX	LEGAL OWNER	TRANSFeree
warestyle.co.uk	.co.uk	Rubicon Retail Limited	W Fashions Opco Limited
ware-style.co.uk	.co.uk	Rubicon Retail Limited	W Fashions Opco Limited
warehouse-fashion.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-retail.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-fashion.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-fashionuk.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-collection.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-stores.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-collection.biz	.biz	Mosaic Fashions Limited	W Fashions Opco Limited
warestyle.com	.com	Rubicon Retail Limited	W Fashions Opco Limited
ware-style.com	.com	Rubicon Retail Limited	W Fashions Opco Limited
warehouse-fashion.com	.com	Rubicon Retail Limited	W Fashions Opco Limited
warehouse-retail.com	.com	Mosaic Fashions Limited	W Fashions Opco Limited

DOMAIN NAME	SUFFIX	LEGAL OWNER	TRANSFeree
rubiconretail.com	.com	Mosaic Fashions Limited	W Fashions Opco Limited
warehousefashion.com	.com	Mosaic Fashions Limited	W Fashions Opco Limited
warestyle.eu	.eu	Mosaic Fashions Limited	W Fashions Opco Limited
ware-style.eu	.eu	Mosaic Fashions Limited	W Fashions Opco Limited
warehouseretail.eu	.eu	The Shoe Studio Group	W Fashions Opco Limited
warehouselondon.eu	.eu	The Shoe Studio Group	W Fashions Opco Limited
warehouse.eu.com	.eu.com	Rubicon Retail Limited	W Fashions Opco Limited
warehousecollection.info	.info	Mosaic Fashions Limited	W Fashions Opco Limited
coast-stores.co.uk	.co.uk	Oasis Stores Limited	C Fashions Opco Limited
oasis-stores.co.uk	.co.uk	Oasis Stores Limited	O Fashions Opco Limited
warehouse.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
karenmillen.co.uk	.co.uk	Karen Millen Limited	K Retail Opco Limited
anoushkag.com	.com	Anouskha G Fashion Limited	Aurora Specialty Brands Opco Limited
coast-stores.com	.com	Mosaic Fashions Limited	C Fashions Opco Limited
oasis-stores.com	.com	Oasis Stores Limited	O Fashions Opco Limited
karenmillen.com	.com	Karen Millen Limited	K Retail Opco Limited
anoushkgacouture.com	.com	Mosaic Fashions Limited	Aurora Specialty Brands Opco Limited
warehousefashion.ie	.ie	Rubicon Retail Limited	Aurora Specialty Brands Opco Limited
warehouse.ie	.ie	Rubicon Retail Limited	W Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	LEGAL OWNER
FLUTE	4709473	03, 09, 14, 18, 25, 35	Registered	European Community	Aurora Speciality Brands Opco Limited
FLUTE	2406065	03, 09, 14, 18, 25, 35	Registered	United Kingdom	Aurora Speciality Brands Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
ODILLE	41160	24	Registered	Bahrain	Oasis Stores Limited	Aurora Specialty Brands Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
						Limited
ODILLE	41161	25	Registered	Bahrain	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	3716644	03, 20, 24, 25	Registered	European Community	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	300472572	20, 24, 25	Registered	Hong Kong	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	764/2004	24	Registered	Iceland	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	765/2004	25	Registered	Iceland	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	1385618	03, 20, 24, 25	Registered	India	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	905356	03, 20, 24, 25	Registered	International Registration (Russia)	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	881536	03, 20, 24, 25	Registered	International Registration (Australia, China, Japan and Singapore)	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	881536	03, 20, 24, 25	Registered	International Registration	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	881536	20, 24	Registered	International Registration (China)	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	881536	03, 20, 24, 25	Registered	International Registration (Japan)	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	--	24	Pending Application number 89177	Kuwait	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	--	25	Pending Application number 89178	Kuwait	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	99097	03, 20, 24, 25	Registered	Lebanon	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	N/018083	03	Registered	Macao	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	N/018084	20	Registered	Macao	Oasis Stores	Aurora Specialty

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
ODILLE	N/018086	25	Registered	Macao	Limited Oasis Stores Limited	Brands Opco Limited Aurora Specialty Brands Opco Limited
ODILLE	N/018085	24	Registered	Macao	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	05013181	24	Registered	Malaysia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	05013180	20	Registered	Malaysia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	05013179	03	Registered	Malaysia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	05013182	25	Registered	Malaysia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	733774	03, 20, 24, 25	Registered	New Zealand	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	228121	03, 20, 24, 25	Registered	Norway	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	34118	25	Registered	Oman	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	34117	24	Registered	Oman	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	34116	20	Registered	Oman	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	--	03	Pending Application number 34115	Oman	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	--	03, 20, 24, 25	Pending Application number 4-2008- 009285	Philippines	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	--	24	Pending Application number 32197	Qatar	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	--	25	Pending Application number 32198	Qatar	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	810/96	25	Registered	Saudi Arabia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	810/95	24	Pending	Saudi Arabia	Oasis Stores	Aurora Specialty Brands Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
					Limited	Limited
ODILLE	810/94	20	Registered	Saudi Arabia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	815/25	03	Registered	Saudi Arabia	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	1233562	03, 20, 24, 25	Registered	Taiwan	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	Kor247567	25	Registered	Thailand	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	Kor255490	03	Registered	Thailand	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	Kor249154	20	Registered	Thailand	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	Kor246386	24	Registered	Thailand	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	53046	24	Registered	United Arab Emirates	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	53045	25	Registered	United Arab Emirates	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE	2385058	03, 20, 24, 25	Registered	United Kingdom	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE		03, 20, 24, 25	Pending Application number 76/6069461	United States of America	Oasis Stores Limited	Aurora Specialty Brands Opco Limited
ODILLE		35	Pending Application number 76/606942	United States of America	Oasis Stores Limited	Aurora Specialty Brands Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
AG, butterfly and logo	6619282	18, 25, 35	Registered	European Community	Anoushka G Fashions Limited
ANOUSHKA G. LONDON & LOGO	3682929	03, 18, 25, 35	Registered	European Community	Anoushka G Fashions Limited
ANOUSHKA G. LONDON & LOGO	967274	03, 18, 25, 35	Registered	International Registration	Anoushka G Fashions Limited
ANOUSHKA	967274	03, 18, 25,	Registered	International	Anoushka G Fashions

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
G. LONDON & LOGO		35		Registration	Limited
ANOUSHKA G. LONDON & LOGO	--	25	Pending Application number 98402	Kuwait	Anoushka G Fashions Limited
ANOUSHKA G. LONDON & LOGO	116430	18, 25, 35	Registered	Lebanon	Anoushka G Fashions Limited
ANOUSHKA G. LONDON & LOGO	--	25	Pending Application number 128887	Saudi Arabia	Anoushka G Fashions Limited
ANOUSHKA G. LONDON & LOGO	--	25	Pending Application number 110186	United Arab Emirates	Anoushka G Fashions Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
KAREN MILLEN	960547	03, 09, 14, 18, 25, 35	Registered	Australia	Karen Millen Limited
KAREN MILLEN	953077	25	Registered	Australia	Karen Millen Limited
ENGLAND & logo)					
KAREN MILLEN	--	09	Pending Application Number 51376	Bahrain	Karen Millen Limited
KAREN MILLEN	--	14	Pending Application Number 51377	Bahrain	Karen Millen Limited
KAREN MILLEN	39690	25	Registered	Bahrain	Karen Millen Limited
KAREN MILLEN		14	Pending Application Number 51377	Bahrain	Karen Millen Limited
KAREN MILLEN	39688	03	Registered	Bahrain	Karen Millen Limited
KAREN MILLEN	39689	18	Registered	Bahrain	Karen Millen Limited
KAREN MILLEN	--	03, 09, 18, 25,	Pending Application Number 1239025	Canada	Karen Millen Limited
KAREN MILLEN logo	--	03, 09, 14, 18, 25, 35	Pending Application Number 1270442	Canada	Karen Millen Limited
KAREN MILLEN	--	18	Pending Application Number 4418638	China (People's Republic)	Karen Millen Limited
KAREN		25	Pending	China	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
MILLEN	--		Application Number 4418639	(People's Republic)	
KAREN MILLEN	--	09	Pending Application number 5247129	China (People's Republic)	Karen Millen Limited
KAREN MILLEN	--	14	Pending Application number 5247130	China (People's Republic)	Karen Millen Limited
KAREN MILLEN (Mandarin characters)	--	25	Pending Application number 4605707	China (Peoples Republic)	Karen Millen Limited
KAREN MILLEN (Mandarin characters)	--	18	Pending Application number 4605708	China	Karen Millen Limited
KAREN MILLEN	185702	09	Registered	Egypt	Karen Millen Limited
KAREN MILLEN	185703	14	Registered	Egypt	Karen Millen Limited
KAREN MILLEN	185704	18	Registered	Egypt	Karen Millen Limited
KAREN MILLEN	--	25	Pending Published Application number 185705	Egypt	Karen Millen Limited
KAREN MILLEN	185706	35	Registered	Egypt	Karen Millen Limited
KAREN MILLEN	5735337	20, 24, 35	Registered	European Community	Karen Millen Limited
KAREN MILLEN	814038	03, 18, 25	Registered	European Community	Karen Millen Limited
KAREN MILLEN	995001	09, 14, 24	Registered	European Community	Karen Millen Limited
KAREN MILLEN (device only)	3004629	03, 18, 25	Registered	European Community	Karen Millen Limited
KAREN MILLEN	9812	03, 09, 18, 25	Registered	Gibraltar	Karen Millen Limited
KAREN MILLEN	199907454AA	03, 18, 25	Registered	Hong Kong	Karen Millen Limited
KAREN MILLEN (stylised)	300444096	09, 14	Registered	Hong Kong	Karen Millen Limited
KAREN MILLEN	119/2006	14	Registered	Iceland	Karen Millen Limited
KAREN MILLEN	738/2003	03, 09, 18, 25	Registered	Iceland	Karen Millen Limited
KAREN MILLEN	--	35	Pending Application number 1476046	India	Karen Millen Limited
KAREN MILLEN	--	25	Pending Application	India	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
KAREN MILLEN	--	18	number 1476045 Pending Application	India	Karen Millen Limited
KAREN MILLEN	--	18, 25	number 1476047 Pending Application	Indonesia	Karen Millen Limited
KAREN MILLEN	--	35	number D00 2007 036954 Pending Application	Indonesia	Karen Millen Limited
KAREN MILLEN	924531	18, 25, 35	number J00- 2006-026105 Registered	International Registration (Azerbaijan)	Karen Millen Limited
KAREN MILLEN	924531	18, 25, 35	Registered	International Registration (Bulgaria)	Karen Millen Limited
KAREN MILLEN	924531	18, 25, 35	Registered	International Registration (Moldova)	Karen Millen Limited
KAREN MILLEN	924531	18, 25, 35	Registered	International Registration (Romania)	Karen Millen Limited
KAREN MILLEN	950616	03, 09, 14, 35	Registered	International Registration (USA)	Karen Millen Limited
KAREN MILLEN	952983	35	Registered	International Registration (USA)	Karen Millen Limited
KAREN MILLEN	--	03, 05, 09, 14, 16, 18, 21, 25, 35, 39, 43	Pending Application number 86082723	Iran	Karen Millen Limited
KAREN MILLEN	4968562	09, 14	Registered	Japan	Karen Millen Limited
KAREN MILLEN	4354868	03, 18, 25	Registered	Japan	Karen Millen Limited
KAREN MILLEN	95300	35	Registered	Jordan	Karen Millen Limited
KAREN MILLEN	93551	25	Registered	Jordan	Karen Millen Limited
KAREN MILLEN	93550	18	Registered	Jordan	Karen Millen Limited
KAREN MILLEN	95810	42	Registered	Jordan	Karen Millen Limited
KAREN MILLEN	--	18, 25, 35	Pending Application number 40919	Kazakhstan	Karen Millen Limited
KAREN MILLEN	--	25	Pending Application number 70- 2008-00669	Korea, Republic of	Karen Millen Limited
KAREN MILLEN	--	14, 18, 25	Pending Application	Korea, Republic of	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
KAREN MILLEN	40-767759	14	number 40- 2006-21063 Registered	Korea. Republic of	Karen Millen Limited
KAREN MILLEN	69352	09	Registered	Kuwait	Karen Millen Limited
KAREN MILLEN	- -	14	Pending Application number 82357	Kuwait	Karen Millen Limited
KAREN MILLEN	54566	18	Registered	Kuwait	Karen Millen Limited
KAREN MILLEN	54567	03	Registered	Kuwait	Karen Millen Limited
KAREN MILLEN	54568	25	Registered	Kuwait	Karen Millen Limited
KAREN MILLEN	95493	03, 18, 25	Registered	Lebanon	Karen Millen Limited
KAREN MILLEN	108081	09, 14	Registered	Lebanon	Karen Millen Limited
KAREN MILLEN	N/21833	09	Registered	Macao	Karen Millen Limited
KAREN MILLEN	N/21835	18	Registered	Macao	Karen Millen Limited
KAREN MILLEN	N21834	14	Registered	Macao	Karen Millen Limited
KAREN MILLEN	N/21836	25	Registered	Macao	Karen Millen Limited
KAREN MILLEN	- -	35	Pending Application number 06017620	Malaysia	Karen Millen Limited
KAREN MILLEN	06005250	14	Registered	Malaysia	Karen Millen Limited
KAREN MILLEN	01010191	25	Registered	Malaysia	Karen Millen Limited
KAREN MILLEN	01010192	18	Registered	Malaysia	Karen Millen Limited
KAREN MILLEN	06005251	09	Registered	Malaysia	Karen Millen Limited
KAREN MILLEN	971085	09	Registered	Mexico	Karen Millen Limited
KAREN MILLEN	969694	14	Registered	Mexico	Karen Millen Limited
KAREN MILLEN	969695	18	Registered	Mexico	Karen Millen Limited
KAREN MILLEN	1019587	25	Registered	Mexico	Karen Millen Limited
KAREN MILLEN	1019586	35	Registered	Mexico	Karen Millen Limited
KAREN MILLEN	05.24773	03, 09, 14, 18, 25, 35	Registered	Monaco	Karen Millen Limited
KAREN MILLEN	706885	03, 18, 25	Registered	New Zealand	Karen Millen Limited
KAREN MILLEN	737182	09, 14	Registered	New Zealand	Karen Millen Limited
KAREN MILLEN	231712	03, 18, 25, 35	Registered	Norway	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
KAREN MILLEN	231832	09, 14	Registered	Norway	Karen Millen Limited
KAREN MILLEN	40629	09	Registered	Qatar	Karen Millen Limited
KAREN MILLEN	42979	09	Registered	Qatar	Karen Millen Limited
KAREN MILLEN	40630	14	Registered	Qatar	Karen Millen Limited
KAREN MILLEN	30211	25	Registered	Qatar	Karen Millen Limited
KAREN MILLEN	320073	09, 14	Registered	Russian Federation	Karen Millen Limited
KAREN MILLEN (in Cyrillic)	297203	03	Registered	Russian Federation	Karen Millen Limited
KAREN MILLEN	246204	18, 25	Registered	Russian Federation	Karen Millen Limited
KAREN MILLEN	913/60	14	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	955/33	14	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	904/84	09	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	955/32	09	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	704/70	03	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	703/86	18	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	703/87	25	Registered	Saudi Arabia	Karen Millen Limited
KAREN MILLEN	T00/21249E	18	Registered	Singapore	Karen Millen Limited
KAREN MILLEN	T00/21250I	25	Registered	Singapore	Karen Millen Limited
KAREN MILLEN	T05/114451	03	Registered	Singapore	Karen Millen Limited
KAREN MILLEN	T05/11446G	09	Registered	Singapore	Karen Millen Limited
KAREN MILLEN	T05/11448C	14	Registered	Singapore	Karen Millen Limited
KAREN MILLEN	--	09	Pending Advertised Application number 2006/23160	South Africa	Karen Millen Limited
KAREN MILLEN	--	14	Pending Advertised Application number 2006/23161	South Africa	Karen Millen Limited
KAREN MILLEN	--	18	Pending Advertised Application number 2006/23162	South Africa	Karen Millen Limited
KAREN		35	Pending	South Africa	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
MILLEN	--		Advertised Application number 2006/23164		
KAREN MILLEN	--	25	Pending Advertised Application number 2006/23163	South Africa	Karen Millen Limited
KAREN MILLEN	515528	03, 18, 25	Registered	Switzerland	Karen Millen Limited
KAREN MILLEN	536782	09, 14	Registered	Switzerland	Karen Millen Limited
KAREN MILLEN	802409	25	Registered	Taiwan	Karen Millen Limited
KAREN MILLEN	1267785	09, 14, 18, 25	Registered	Taiwan	Karen Millen Limited
KAREN MILLEN	kor260586	25	Registered	Thailand	Karen Millen Limited
KAREN MILLEN	Kor260585	18	Registered	Thailand	Karen Millen Limited
KAREN MILLEN	Kor274723	14	Registered	Thailand	Karen Millen Limited
KAREN MILLEN	Kor271949	09	Registered	Thailand	Karen Millen Limited
KAREN MILLEN	2005/02008	03, 18, 25, 35	Registered	Turkey	Karen Millen Limited
KAREN MILLEN	2005/19799	09, 14	Registered	Turkey	Karen Millen Limited
KAREN MILLEN	76171	03, 09, 14, 18, 25, 35	Registered	Ukraine	Karen Millen Limited
KAREN MILLEN	88446	35	Registered	United Arab Emirates	Karen Millen Limited
KAREN MILLEN	88448	09	Registered	United Arab Emirates	Karen Millen Limited
KAREN MILLEN	90653	14	Registered	United Arab Emirates	Karen Millen Limited
KAREN MILLEN	51204	03	Registered	United Arab Emirates	Karen Millen Limited
KAREN MILLEN	20088	25	Registered	United Arab Emirates	Karen Millen Limited
KAREN MILLEN	83085	18	Registered	United Arab Emirates	Karen Millen Co. Limited
KAREN MILLEN	2446989	35	Registered	United Kingdom	Karen Millen Limited
KAREN MILLEN	2156187A	03, 09, 18, 25	Registered	United Kingdom	Karen Millen Limited
KAREN MILLEN	2156187B	03, 09, 18, 25	Registered	United Kingdom	Karen Millen Limited
ENGLAND & logo					
KAREN MILLEN MEN/ Karen millen men/ Karen Millen	2490527	03, 09, 18, 25, 35	Registered	United Kingdom	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
Men/ KarenMillenMe n (series of 4) KMEN/KMen (series of 2)	--	03, 09, 18, 25, 35	Pending Application number 2498946 Registered	United Kingdom	Karen Millen Limited
PRESS & BASTYAN	2103182	25	Registered	United Kingdom	Karen Millen Limited
KAREN MILLEN	3469389	09, 35	Registered	United States of America	Karen Millen Limited
KAREN MILLEN	2806908	18, 25	Registered	United States of America	Karen Millen Limited
PRESS & BASTYN	3238052	03,18,25	Registered	European Community	Karen Millen Limited
MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
WAREHOUSE	23004	25	Registered	Bahrain	Warehouse Fashion Limited
WAREHOUSE	580452	14,18, 25	Registered	Benelux	Warehouse Fashion Limited
WAREHOUSE	2017268	25	Registered	China (Peoples Republic)	Warehouse Fashion Limited
Warehouse	Z991396	25	Registered	China (Peoples Republic)	Warehouse Fashion Limited
WAREHOUSE	49198	25	Registered	Cyprus, Republic of	Warehouse Fashion Limited
WAREHOUSE	287582	18, 25	Registered	Czech Republic	Warehouse Fashion Limited
WAREHOUSE	1598598	03, 14, 18	Registered	European Community	Warehouse Fashion Limited
WAREHOUSE	4677639	09	Registered	European Community	Warehouse Fashion Limited
DEFINITIVES	1619485	14, 18	Registered	European Community	Warehouse Fashion Limited
WAREHOUSE	97681839	25	Registered	France	Warehouse Fashion Limited
WAREHOUSE/ WAREHOUSE (series of 2)	8343	25	Registered	Gibraltar	Warehouse Fashion Limited
WAREHOUSE	138218	25	Registered	Greece	Warehouse Fashion Limited
WAREHOUSE	3000008504AA	25	Registered	Hong Kong	Warehouse Fashion Limited
WAREHOUSE	152158	25	Registered	Hungary	Warehouse Fashion Limited
WAREHOUSE	903/1999	25	Registered	Iceland	Warehouse

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
WAREHOUSE	--	09, 18, 25, 35	Pending Application number 1423307	India	Fashion Limited Warehouse Fashion Limited
WAREHOUSE	415029	25	Registered	Indonesia	Under renewal – Warehouse Fashion Limited
WAREHOUSE	415031	14	Registered	Indonesia	Under renewal – Warehouse Fashion Limited
WAREHOUSE	415030	18	Registered	Indonesia	Under renewal – Warehouse Fashion Limited
WAREHOUSE	935734	09, 14	Registered	International Registration (No specific country stated)	Warehouse Fashion Limited
WAREHOUSE	935734	14	Registered	International Registration (Russia)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Almeria)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Azerbaijan)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Bulgaria)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Belarus)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 35	Registered	International Registration (China)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Georgia)	Warehouse Fashion Limited
WAREHOUSE	922890	None stated	Registered	International Registration (Ireland)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Moldova)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Ukraine)	Warehouse Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration	Warehouse

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
				(United States of America)	Fashion Limited
WAREHOUSE	922890	18, 25, 35	Registered	International Registration (Uzbekistan)	Warehouse Fashion Limited
WAREHOUSE	148558	25	Registered	Ireland	Warehouse Fashion Limited
WAREHOUSE THE UTILITY CLOTHING COMPANY & (logo)	106313	25	Registered	Ireland	Warehouse Fashion Limited
WAREHOUSE	116404	25	Registered	Israel	Warehouse Fashion Limited
WAREHOUSE	4516577	03, 14, 18	Registered	Japan	Warehouse Fashion Limited
WAREHOUSE	4474998	25	Registered	Japan	Warehouse Fashion Limited
WAREHOUSE	87274	18	Registered	Jordan	Warehouse Fashion Limited
WAREHOUSE	87574	25	Registered	Jordan	Warehouse Fashion Limited
WAREHOUSE	90055	35	Registered	Jordan	Warehouse Fashion Limited
WAREHOUSE	--	03, 09, 14, 18, 25, 35	Pending Application number 42886	Jordan	Warehouse Fashion Limited
WAREHOUSE	--	25	Pending Application number 40-2008-57542	Korea, Republic of	Warehouse Fashion Limited
WAREHOUSE	441667	25	Registered	Korea, Republic of	Warehouse Fashion Limited
WAREHOUSE	32920	25	Registered	Kuwait	Warehouse Fashion Limited
WAREHOUSE	35460	35	Registered	Kuwait	Warehouse Fashion Limited
WAREHOUSE	115262	09, 14, 18, 25, 35	Registered	Lebanon	Warehouse Fashion Limited
WAREHOUSE	01002151	14	Registered	Malaysia	Warehouse Fashion Limited
WAREHOUSE	01002152	18	Registered	Malaysia	Warehouse Fashion Limited
WAREHOUSE	--	25	Pending Application number 2001/02141	Malaysia	Warehouse Fashion Limited
WAREHOUSE	--	35	Pending Application	Malaysia	Warehouse Fashion Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED number2002/10074	TERRITORY	PROPRIETOR
WAREHOUSE	27962	25	Registered	Malta	Warehouse Fashion Limited
WAREHOUSE	104792	18, 25, 35	Registered	Morocco	Warehouse Fashion Limited
WAREHOUSE	15954	25	Registered	Oman	Warehouse Fashion Limited
WAREHOUSE	4-2000-003170	25, 35	Registered	Philippines	Warehouse Fashion Limited
WAREHOUSE	127303	25	Registered	Poland	Warehouse Fashion Limited
WAREHOUSE	127303	25	Registered	Poland	Warehouse Fashion Limited
WAREHOUSE	17073	25	Registered	Qatar	Warehouse Fashion Limited
WAREHOUSE	338864	09, 18, 25, 35	Registered	Russian Federation	Warehouse Fashion Limited
WAREHOUSE	436/59	25	Registered	Saudi Arabia	Warehouse Fashion Limited
WAREHOUSE	T97/07998A	25	Registered	Singapore	Warehouse Fashion Limited
WAREHOUSE	T97/02192D	25	Registered	Singapore	Warehouse Fashion Limited
WAREHOUSE	223123	18, 25	Registered	Slovakia	Warehouse Fashion Limited
WAREHOUSE	200071685	25	Registered	Slovenia	Warehouse Fashion Limited
WAREHOUSE	2229815/0	25	Registered	Spain	Warehouse Fashion Limited
WAREHOUSE	712660	14	Registered	Taiwan	Warehouse Fashion Limited
WAREHOUSE	747558	18	Registered	Taiwan	Warehouse Fashion Limited
WAREHOUSE	862211	25	Registered	Taiwan	Warehouse Fashion Limited
WAREHOUSE	Kor98460	25	Registered	Thailand	Warehouse Fashion Limited
Warehouse & logo	Kor65605	25	Registered	Thailand	Warehouse Fashion Limited
WAREHOUSE	192523	25	Registered	Turkey	Warehouse Fashion Limited
WAREHOUSE	21635	25	Registered	United Arab Emirates	Warehouse Fashion Limited
WAREHOUSE	2472066	03, 09, 14, 16, 18, 25,	Registered	United Kingdom	Warehouse Fashion Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
		35			
THE WAREHOUSE UTILITY CLOTHING CO logo	1060180	25	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE	2446988	25	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE	2002271	36	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE	2183304	03, 14, 18	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE	2245343	14, 35	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE (series of 2)	1421053	25	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE DEFINITIVES	2230095	14, 18, 25	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE THE UTILITY CLOTHING COMPANY & logo	1187306	25	Registered	United Kingdom	Warehouse Fashion Limited
WARE DENIM	2401664	25	Registered	United Kingdom	Warehouse Fashion Limited
WARE-STYLE	2462458	25, 35	Registered	United Kingdom	Warehouse Fashion Limited
UNDERWARE	2494101	25	Examined	United Kingdom	Warehouse Fashion Limited
WAREUNDER	2494102	25	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOME	2494113	8, 11, 16, 20, 21, 24, 27, 35	Registered	United Kingdom	Warehouse Fashion Limited
WAREHOUSE	2853340	03, 09, 14, 18, 25, 26	Registered	United States of America	Warehouse Fashion Limited
WAREHOUSE DEFINITIVES	2793675	14, 18, 25	Registered	United States of America	Warehouse Fashion Limited
WAREHOUSE	29239	25	Registered	Vietnam	Warehouse Fashion

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS	566933	25	Registered	Australia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	774400	03, 14,	Registered	Australia	Oasis Stores	O Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
		18, 35			Limited	Limited
OASIS SERIES	654551	25, 42	Registered	Australia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	19388	25	Registered	Bahrain	Oasis Stores Limited	O Fashions Opco Limited
OASIS	20832	14	Registered	Bahrain	Oasis Stores Limited	O Fashions Opco Limited
OASIS	20833	18	Registered	Bahrain	Oasis Stores Limited	O Fashions Opco Limited
OASIS (in Arabic)	19661	25	Registered	Bahrain	Oasis Stores Limited	O Fashions Opco Limited
OASIS (in Arabic)	20830	18	Registered	Bahrain	Oasis Stores Limited	O Fashions Opco Limited
OASIS (in Arabic)	20831	14	Registered	Bahrain	Oasis Stores Limited	O Fashions Opco Limited
OASIS	548121	03, 14, 16, 18, 25	Registered	Benelux	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3071087	25	Registered	China (Peoples Republic)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2021478	25	Registered	China (Peoples Republic)	Oasis Stores plc	O Fashions Opco Limited
OASIS (Chinese characters)	4268896	18	Registered	China (Peoples Republic)	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Chinese characters)	4268895	25	Registered	China (Peoples Republic)	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Chinese characters)	3928860	18	Registered	China (Peoples Republic)	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Chinese characters)	3928859	25	Registered	China (Peoples Republic)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	57028	25	Registered	Cyprus	Oasis Stores Limited	O Fashions Opco Limited
OASIS	57026	14	Registered	Cyprus	Oasis Stores Limited	O Fashions Opco Limited
OASIS	57027	18	Registered	Cyprus	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2000 05909	03, 14, 18, 25, 35	Registered	Denmark	Oasis Stores plc	O Fashions Opco Limited
OASIS	2000 00225	03, 14, 18, 25	Registered	Denmark	Oasis Stores plc	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS	5991914	09, 16, 35	Registered	European Community	Oasis Stores Limited	O Fashions Opco Limited
OASIS	206250	03, 14, 18, 21, 25	Registered	European Community	Oasis Stores Limited	O Fashions Opco Limited
OASIS	5991914	09, 16, 35	Registered	European Community	Oasis Stores Limited	O Fashions Opco Limited
OASIS	235601	14, 18, 25, 35	Registered	Finland	Oasis Stores plc	O Fashions Opco Limited
OASIS	93499068	03, 14, 18, 25	Registered	France	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2097227	14, 18, 25	Registered	Germany	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9334	03	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9337	09	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9341	35	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9335	14, 25	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9338	16	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9336	18	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9339	24	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	9340	25	Registered	Gibraltar	Oasis Stores Limited	O Fashions Opco Limited
OASIS	145017	14, 18, 25	Registered	Greece	Oasis Stores Plc	O Fashions Opco Limited
OASIS	854/97	14	Registered	Hong Kong	Oasis Stores Plc	O Fashions Opco Limited
OASIS	855/97	18	Registered	Hong Kong	Oasis Stores Plc	O Fashions Opco Limited
OASIS	6307/97	25	Registered	Hong Kong	Oasis Stores Plc	O Fashions Opco Limited
OASIS	787/1998	42	Registered	Hong Kong	Oasis Stores Plc	O Fashions Opco Limited
OASIS	300002627	09	Registered	Hong Kong	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Chinese characters)	300166040	18, 25	Registered	Hong Kong	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
LOVA ROSA logo	101/2005	16, 18, 25	Registered	Iceland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	37/1997	03, 14, 18, 25	Registered	Iceland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	--	25	Pending Application number 1322303	India	Oasis Stores Limited	O Fashions Opco Limited
OASIS	--	25	Pending Advertised Application number 200433315- 33656	Indonesia	Oasis Stores Limited	O Fashions Opco Limited
OASIS & logo	382576	25	Registered	Indonesia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Singapore)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Ukraine)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Moldova)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Switzerland)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Czech Republic)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Estonia)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Lithuania)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Latvia)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Poland)	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS	794257	14, 18, 25, 35	Registered	International registration (Poland)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	14, 18, 25, 35	Registered	International registration (Russia)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	794257	18, 25, 35	Registered	International registration (China)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	805951	03,35	Registered	International registration (China)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	805951	03,35	Registered	International registration (Singapore)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	805951	35	Registered	International registration (Japan)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	805951	09, 35	Registered	International registration (Korea)	Oasis Stores Limited	O Fashions Opco Limited
OASIS	808842	09, 14, 18, 25, 35	Registered	Slovenia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	860451	09	Registered	Russia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	226478	16	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	166336	25	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	166335	18	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	166334	14	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	159638	25	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	159637	18	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	159636	14	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	159635	03	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
WASH AND WEAR LABEL	161602	25	Registered	Ireland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	105748	25	Registered	Israel	Oasis Stores	O Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
					Plc	Limited
OASIS	686544	03, 14, 18, 25	Registered	Italy	Oasis Stores Limited	O Fashions Opco Limited
OASIS	4038272	25	Registered	Japan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1564122-2	24, 25	Registered	Japan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3359841	18	Registered	Japan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	4132461	14	Registered	Japan	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	7190	25	Registered	Jordan	Oasis Stores Plc	O Fashions Opco Limited
OASIS (English & Arabic)	79598	09	Registered	Jordan	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	79053	14	Registered	Jordan	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	79054	18	Registered	Jordan	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	80105	42	Registered	Jordan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	613590	25	Registered	Korea, Republic of	Oasis Stores Limited	O Fashions Opco Limited
OASIS	29906	25	Registered	Kuwait	Oasis Stores Limited	O Fashions Opco Limited
OASIS	34848	03	Registered	Kuwait	Oasis Stores Limited	O Fashions Opco Limited
OASIS	33485	14	Registered	Kuwait	Oasis Stores Limited	O Fashions Opco Limited
OASIS	33504	18	Registered	Kuwait	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	45864	25	Registered	Kuwait	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	67618	25	Registered	Lebanon	Oasis Stores Plc	O Fashions Opco Limited
OASIS (English & Arabic)	70563	03, 14, 18	Registered	Lebanon	Oasis Stores Plc	O Fashions Opco Limited
OASIS	N/011659	25	Registered	Macao	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS	N/011660	35	Registered	Macao	Oasis Stores Limited	O Fashions Opco Limited
OASIS	N/011658	18	Registered	Macao	Oasis Stores Limited	O Fashions Opco Limited
OASIS	N/011657	14	Registered	Macao	Oasis Stores Limited	O Fashions Opco Limited
OASIS	--	25	Pending Suspended Application number 2002- 13333	Malaysia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	--	35	Pending Application number 2002- 13334	Malaysia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3004349	09	Registered	Malaysia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	43117	14	Registered	Malta	Oasis Stores Limited	O Fashions Opco Limited
OASIS	43118	18	Registered	Malta	Oasis Stores Limited	O Fashions Opco Limited
OASIS	43119	25	Registered	Malta	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	12155	25	Registered	Oman	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	14552	14	Registered	Oman	Oasis Stores Plc	O Fashions Opco Limited
OASIS (English & Arabic)	14553	18	Registered	Oman	Oasis Stores Plc	O Fashions Opco Limited
OASIS	--	09, 35	Pending Application number 4- 2003-04312	Philippines	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	12155	25	Registered	Oman	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	14552	14	Registered	Oman	Oasis Stores Plc	O Fashions Opco Limited
OASIS	--	09, 14, 18, 25, 35	Pending Application number 4- 2006-10336	Philippines	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS	129832	25	Registered	Poland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	324519	03, 16, 18, 25	Registered	Portugal	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Arabic)	15688	03	Registered	Qatar	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Arabic)	15689	14	Registered	Qatar	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Arabic)	15690	18	Registered	Qatar	Oasis Stores Limited	O Fashions Opco Limited
Oasis (English & Arabic)	14290	25	Registered	Qatar	Oasis Stores Limited	O Fashions Opco Limited
OASIS (English & Arabic)	387/54	25	Registered	Saudi Arabia	Oasis Stores Limited	O Fashions Opco Limited
OASIS	--	25	Pending Application number 264278	Spain	Oasis Stores Limited	O Fashions Opco Limited
OASIS	264278	14, 18, 25	Registered	Sweden	Oasis Stores Limited	O Fashions Opco Limited
OASIS	420880	03, 14, 18, 25	Registered	Switzerland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	455375	35	Registered	Switzerland	Oasis Stores Limited	O Fashions Opco Limited
OASIS	558482	25	Registered	Taiwan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	557620	14	Registered	Taiwan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	660059	18	Registered	Taiwan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	741144	25	Registered	Taiwan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1095153	35	Registered	Taiwan	Oasis Stores Limited	O Fashions Opco Limited
OASIS	Kor205612	18	Registered	Thailand	Oasis Stores Limited	O Fashions Opco Limited
OASIS	Kor201663	14	Registered	Thailand	Oasis Stores Limited	O Fashions Opco Limited
OASIS	Kor194947	09	Registered	Thailand	Oasis Stores Limited	O Fashions Opco Limited
OASIS	Bor32556	35	Registered	Thailand	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2001/16524	14, 18, 25, 42	Registered	Turkey	Oasis Stores Limited	O Fashions Opco Limited

MARK -	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS (English & Arabic)	13883	25	Registered	United Arab Emirates	Oasis Stores Plc	O Fashions Opco Limited
OASIS (English & Arabic)	14745	14	Registered	United Arab Emirates	Oasis Stores Limited	O Fashions Opco Limited
LOVE ROSA (Series of 2)	2360617	16, 18, 25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2236386	16	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2243429	35	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	395527A	03, 05, 21	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1086263A	03	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1247151	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1556079	18	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1247151	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1556079	18	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2020040B	24	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2313153	14, 25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2331947	09	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2336917	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	23376866	20, 24	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	1370546	14	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	1566825	03	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS (Device)	1566826	18	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS LOGO	1370731	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS LOGO	1370699	14	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
OASIS O LOGO	1370547	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
Oasis Trading Palm Device	1098669	20	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
Oasis Trading Palm Device	1098670	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
URBAN OASIS	2256357	18, 25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
WASH AND WEAR DEVICE	B1554723	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3072349	25	Registered	United States of America	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3097003	35	Registered	United States of America	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3469986	18	Registered	United States of America	Oasis Stores Limited	O Fashions Opco Limited
OASIS	58229	09, 14, 18, 25, 35	Registered	Vietnam	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2236386	16	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	395527A	03, 05, 21	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1556079	18	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2020040B	24	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2313153	14, 25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2336917	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2376866	20, 24	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS DEVICE	1566825	03	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS LOGO	1370731	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS LOGO	1370699	14	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS TRADING PALM DEVICE	1098669	20	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS TRADING	1098670	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
PALM TREE DEVICE						
OASIS	3469986	18	Registered	United States of America	Oasis Stores Limited	O Fashions Opco Limited
OASIS	58229	09, 14, 18, 25, 35	Registered	Viet Nam	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2236386	16	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	395527A	03, 05, 21	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	1556079	18	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2020040B	24	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2313153	14, 25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2336917	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	2376866	20, 24	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS DEVICE	1566825	03	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS LOGO	1370731	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS LOGO	1370699	14	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS TRADING	1098669	20	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
PALM TREE DEVICE						
OASIS TRADING	1098670	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
PALM TREE DEVICE						
OASIS	3469986	18	Registered	United States of America	Oasis Stores Limited	O Fashions Opco Limited
OASIS	58229	09, 14, 18, 25, 35	Registered	Viet Nam	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST	1079074	14	Registered	Australia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	1162828	14, 25, 35	Registered	Australia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	241332	03, 18, 25, 28	Registered	Austria	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	241331	35, 36, 41, 42	Registered	Austria	Coast Stores Limited	C Fashions Opco Limited
COAST	41355	14	Registered	Bahrain	Coast Stores Limited	C Fashions Opco Limited
COAST	41356	18	Registered	Bahrain	Coast Stores Limited	C Fashions Opco Limited
COAST	41357	25	Registered	Bahrain	Coast Stores Limited	C Fashions Opco Limited
COAST	41358	35	Registered	Bahrain	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	0200744	03, 18, 25, 28	Registered	Benelux	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	0200742	35, 36, 41, 42	Registered	Benelux	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	03, 18, 25, 28	Pending Application number 96157	Bulgaria	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Application number 96156	Bulgaria	Coast Stores Limited	C Fashions Opco Limited
COAST	--	14, 18, 25, 35	Pending Application number 1221741	Canada	Coast Stores Limited	C Fashions Opco Limited
COAST	--	14	Pending Application number 7031208	China (Peoples Republic)	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	35	Pending Application number 7031205	China (Peoples Republic)	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	25	Pending Application number	China (Peoples Republic)	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST	--	14	7031206 Pending Application number 225230	Egypt	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	45559	03, 18, 25, 28	Registered	Estonia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Advertised Application number M200700487	Estonia	Coast Stores Limited	C Fashions Opco Limited
COAST	--	03, 09, 14, 18, 25, 35	Application Opposed Application number 4382339	European Community	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	2008191	35, 36, 41, 42	Registered	European Community	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	241190	03, 18, 25, 28	Registered	Finland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	241189	35, 36, 41, 42	Registered	Finland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	073499669	03, 18, 25, 28	Registered	France	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	073499668	35, 36, 41, 42	Registered	France	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9347	14, 18, 25	Merged	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9346	03	Merged	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9380	35	Registered	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9866	03, 14, 18, 25	Registered	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	03, 18, 25, 28	Pending Application number 454	Greece	Coast Stores Limited	C Fashions Opco Limited
COAST	--	14	Pending Application number 225230	Egypt	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	45559	03, 18, 25, 28	Registered	Estonia	Coast Stores Limited	C Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST & logo	--	35, 36, 41, 42	Pending Advertised Application number M200700487	Estonia	Coast Stores Limited	Limited C Fashions Opco Limited
COAST	--	03, 09, 14, 18, 25, 35	Application Opposed Application number 4382339	European Community	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	2008191	35, 36, 41, 42	Registered	European Community	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	241190	03, 18, 25, 28	Registered	Finland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	241189	35, 36, 41, 42	Registered	Finland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	073499669	03, 18, 25, 28	Registered	France	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	073499668	35, 36, 41, 42	Registered	France	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9347	14, 18, 25	Merged	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9346	03	Merged	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9380	35	Registered	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	9866	03, 14, 18, 25	Registered	Gibraltar	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	03, 18, 25, 28	Pending Application number 454	Greece	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Application number 453	Greece	Coast Stores Limited	C Fashions Opco Limited
COAST	300548884	09, 14, 18, 25, 35	Registered	Hong Kong	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	189990	03, 18, 25, 28	Registered	Hungary	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	192130	35, 36, 41, 42	Registered	Hungary	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST	737/2005	14, 18, 25, 35	Registered	Iceland	Coast Stores Limited	C Fashions Opco Limited
COAST	852427	14, 18, 25, 35	Registered	International Registration (Sweden)	Coast Stores Limited	C Fashions Opco Limited
COAST	852427	14, 18, 25, 35	Registered	International Registration (Czech Republic, Estonia, Lithuania, Latvia, Poland, Russia)	Coast Stores Limited	C Fashions Opco Limited
	--	14, 18, 25, 35	Pending Application number 852427	International Registration (Czech Republic)	Coast Stores Limited	C Fashions Opco Limited
	--	14, 18, 25, 35	Pending Application number 852427	International Registration (Lithuania)	Coast Stores Limited	C Fashions Opco Limited
	--	14, 18, 25, 35	Pending Application number 852427	International Registration (Latvia)	Coast Stores Limited	C Fashions Opco Limited
	--	14, 18, 25, 35	Pending Application number 852427	International Registration (Poland)	Coast Stores Limited	C Fashions Opco Limited
	--	14, 18, 25, 35	Registered	International Registration (Russia)	Coast Stores Limited	C Fashions Opco Limited
COAST	852427	14, 18, 25	Registered	International Registration (Estonia)	Coast Stores Limited	C Fashions Opco Limited
COAST	852427	14, 18, 25, 35	Registered	International Registration (Germany)	Coast Stores Limited	C Fashions Opco Limited
COAST	852427	14, 18, 25, 35	Registered	International Registration (Romania)	Coast Stores Limited	C Fashions Opco Limited
COAST	852427	14, 18, 25, 35	Registered	International Registration (Moldova)	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	967818	14, 18, 25, 35	Registered	International Registration (Sweden)	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	967818	14, 18, 25, 35	Registered	International	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST LONDON	967818		Registered	Registration (Germany)	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	236793	18, 25, 28	Registered	International Registration (Australia)	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	237620	35, 36, 41, 42	Registered	Ireland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	03, 18, 25, 28	Pending Application number RM2007C004830	Italy	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Application number RM2007C007085	Italy	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic & English	--	25	Pending Application number 100712	Jordan	Coast Stores Limited	C Fashions Opco Limited
COAST	65006	14	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST	66673	18	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST	70048	25	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST	70015	35	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	65076	14	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	65423	18	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	70014	35	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	63539	25	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	50352	25	Registered	Kuwait	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	M59853	03, 18, 25, 28	Registered	Latvia	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
Coast & logo	--	35, 36, 41, 42	Pending Application number M-07-479	Latvia	Coast Stores Limited	Limited C Fashions Opco Limited
COAST LONDON	95614	14, 18, 25, 35	Registered	Lebanon	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	56912	03, 18, 25, 28	Registered	Lithuania	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Application number 2007 1097	Lithuania	Coast Stores Limited	C Fashions Opco Limited
COAST	N/27636	25	Registered	Macao	Coast Stores Limited	C Fashions Opco Limited
COAST	N/27635	18	Registered	Macao	Coast Stores Limited	C Fashions Opco Limited
COAST	N/27634	14	Registered Advertised	Macao	Coast Stores Limited	C Fashions Opco Limited
COAST	N/27637	35	Registered	Macao	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	35	Pending Application number 07004700	Malaysia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	07004699	25	Registered	Malaysia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	14	Pending Advertised Application number 07004697	Malaysia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	18	Pending Application number 07004698	Malaysia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46449CV	03	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46450CV	18	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46451CV	25	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46452CV	28	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46453CV	35	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST & logo	46454CV	36	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46455CV	41	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	46456CV	42	Registered	Malta	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	14, 18, 25, 35	Pending Application number 23855	Moldova	Coast Stores Limited	C Fashions Opco Limited
COAST	--	14	Pending Advertised Application number 758395	New Zealand	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	14, 18, 25, 35	Pending Advertised Application number 765869	New Zealand	Coast Stores Limited	C Fashions Opco Limited
COAST	235231	14, 18, 25, 35	Registered	Norway	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	03, 18, 25, 28	Pending Application number Z-329 228	Poland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Application number Z-329 229	Poland	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	03, 18, 25, 28	Pending Advertised Application number 417846	Portugal	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	417845	35, 36, 41, 42	Registered	Portugal	Coast Stores Limited	C Fashions Opco Limited
Coast	--	14	Pending Advertised Application number 40861	Qatar	Coast Stores Limited	C Fashions Opco Limited
COAST	--	18	Pending Advertised Application number 40862	Qatar	Coast Stores Limited	C Fashions Opco Limited
COAST	--	25	Pending Advertised Application number 40863	Qatar	Coast Stores Limited	C Fashions Opco Limited
COAST	--	35	Pending Advertised	Qatar	Coast Stores Limited	C Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
	--		Application number 40864			Limited
COAST & logo		03, 18, 25, 28	Pending Advertised Application number M2007-03617	Romania	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	--	35, 36, 41, 42	Pending Advertised Application number M2007-03618	Romania	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	--	14, 18, 25, 35	Pending Application number 2008708186	Russian Federation	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	753/32	14	Registered	Saudi Arabia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	781/87	18	Registered	Saudi Arabia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	753/33	25	Registered	Saudi Arabia	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	711/60	35	Registered	Saudi Arabia	Coast Stores Limited	C Fashions Opco Limited
COAST	T05/07854A	25	Registered	Singapore	Coast Stores Limited	C Fashions Opco Limited
COAST	T05/07853C	18	Registered	Singapore	Coast Stores Limited	C Fashions Opco Limited
COAST	T05/07851G	14	Registered	Singapore	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	219013	03, 18, 25, 28	Registered	Slovakia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	219012	35, 36, 41, 42	Registered	Slovakia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	200770611	03, 18, 25, 28	Registered	Slovenia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	200770505	35, 36, 41, 42	Registered	Slovenia	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	2766586	03, 18, 28	Registered	Spain	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	2766581	35	Registered	Spain	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST & logo	390596	03, 18, 25, 28	Registered	Sweden	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	392890	35, 36, 41, 42	Registered	Sweden	Coast Stores Limited	C Fashions Opco Limited
COAST	535355	14, 18, 25	Registered	Switzerland	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	2003/04821	14, 18, 25, 35	Registered	Turkey	Coast Stores Limited	C Fashions Opco Limited
COAST	51731	35	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST	50095	18	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST	50096	14	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	54379	14	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	54377	25	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	54378	18	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	54376	35	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	43498	14	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	43501	18	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	43516	25	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	43515	35	Registered	United Arab Emirates	Coast Stores Limited	C Fashions Opco Limited
CAFÉ COAST	2102894	25	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST	2243432	35	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST & device (series of 3)	2168211B	03	Merged	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST & device	2168211A	03, 14, 18, 25	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
(series 3) COAST & logo	2451490	03, 18, 25, 28	Registered	United Kingdom	Coast Stores Limited	Limited C Fashions Opco Limited
COAST & logo	2451488	35, 36, 41, 42	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST in Arabic	2374763	14, 18, 25, 35	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST LOGO	2105267	25	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	2421135	14, 18, 35	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	2117982	25	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
FAIRIES AND TUXEDOS	2459142	3, 9, 14, 18, 25, 35	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST (in Arabic & English)	87490	14	Registered	Jordan	Oasis Stores Limited	C Fashions Opco Limited
COAST(in Arabic & English)	87489	09	Registered	Jordan	Oasis Stores Limited	C Fashions Opco Limited
COAST (in Arabic & English)	87488	18	Registered	Jordan	Oasis Stores Limited	C Fashions Opco Limited
COAST (in Arabic & English)	78850	35	Registered	Jordan	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	30024	14	Registered	Oman	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	30025	18	Registered	Oman	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	30026	25	Registered	Oman	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	30027	35	Registered	Oman	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	29229	14	Registered	Qatar	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	29230	18	Registered	Qatar	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	29231	25	Registered	Qatar	Oasis Stores Limited	C Fashions Opco Limited
COAST LONDON	29232	35	Registered	Qatar	Oasis Stores Limited	C Fashions Opco Limited
COAST	50097	25	Registered	United Arab Emirates	Oasis Stores Limited	C Fashions Opco Limited

Schedule 6

Insurances

Charging Company	Policy Number	Insurer	Renewal Date
Aurora Fashions Holdings Limited	PR0007271	CNA Insurance	1st July 2009
Aurora Fashions Holdings Limited	2098336639	CNA Insurance	1st July 2009
Aurora Fashions Holdings		AIG Europe (UK)	

Limited	24690594	Limited	1st July 2009
Aurora Fashions Holdings Limited	NY08EXC520630NV	Navigators	1st July 2009
Aurora Fashions Holdings Limited	BV16578974	Allianz Insurance	1st July 2009
Aurora Fashions Holdings Limited	DNSFR3684848	Allianz Insurance	1st July 2009
Aurora Fashions Holdings Limited	UKBBBC37250	ACE European	1st July 2009
Aurora Fashions Holdings Limited	NZ/12230525	Allianz Engineering	1st July 2009
Aurora Fashions Holdings Limited	81620562H	Chubb Insurance	1st July 2009
Aurora Fashions Holdings Limited	82125146B	Chubb Insurance	1st July 2009
Aurora Fashions Holdings Limited	65BDEDED9524	Chubb Insurance	1st July 2009
Aurora Fashions Holdings Limited	B0509JK692608	Chubb Insurance	1st July 2009
Aurora Fashions Holdings Limited	655-9.030.085.431-02	Tryg Forsikring	1st February 2010 (Billing Period)
Aurora Fashions Holdings Limited	720.123.354	AXA Belgium	1st February 2010 (Billing Period)
Aurora Fashions Holdings Limited	720.123.374	AXA Belgium	1st February 2010 (Billing Period)

Schedule 7

Companies in Administration

COMPANIES	COMPANIES NUMBER
Warehouse Fashion Limited (in administration)	4251137
Oasis Stores Limited (in administration)	2571150
Coast Stores Limited (in administration)	5607538
Karen Millen Limited (in administration)	2567238

Karen Millen Holdings Limited (in administration)	2992143
Rubicon Retail Limited (in administration)	4807687
Mosaic Fashions Finance Limited (in administration)	4871391
The Shoe Studio Group Limited (in administration)	1239836
Anoushka G Fashions Limited (in administration)	6240184
Mosaic Fashions Limited (in administration)	4871389
Rubicon Retail Finance Limited (in administration)	4275988
Principles Retail Limited (in administration)	4275970

Schedule 8

Original Borrower

Name of Original Borrower	Jurisdiction of incorporation and registration number (or equivalent, if any)
MFL	4871389
Mosaic Fashions Finance Limited	4871391
Oasis Stores Limited	2571150
Stanton Harcourt International Centre Limited	5209154
Coast Stores Limited	5607538
Karen Millen Limited	2567238
Rubicon Retail Limited	4807687
Principles Retail Limited	4275970
Warehouse Fashion Limited	4251137
Rubicon Card Services Limited	4276051
The Shoe Studio Group Limited	1239836
Bertie Shoes Limited	3153784

Schedule 9

Material Contracts

None as at the date of the Deed

Schedule 10

Transaction Documents

Name of Original Obligor	Transaction Security Document
The Parent	An Icelandic law pledge of receivables due to the Parent in respect of the Warrant Instrument, the Warrant Loan Agreement or the Investor Loan Notes An English law share charge over the entire issued share capital of MFL granted in favour of the Security Trustee
MFL	Debenture
Mosaic Fashions Finance Limited	Debenture An Icelandic law pledge over bank accounts granted in favour of the Security Trustee
Karen Millen Holdings Limited	Debenture
Karen Millen US Limited	Debenture
Noel Acquisitions Limited	Debenture
Sierra Holdings Limited	Debenture A deed of assignment in favour of the Security Trustee in relation to the Key-man Policy for Derek Lovelock
Sierra Acquisitions Limited	Debenture
Sonora Holdings Limited	Debenture
Mohave Limited	Debenture
Oasis Stores Limited	Debenture Irish law share charge in favour of the Security Trustee over the entire issued share capital of Oasis Fashions Ireland Limited
Oasis Fashions Ireland Limited	Debenture

Name of Original Obligor	Transaction Security Document
	Irish law debenture in favour of the Security Trustee
Stanton Harcourt International Centre Limited	Debenture
Coast Stores Limited	Debenture
	Irish law share charge in favour of the Security Trustee over the entire issued share capital of Coast Stores Ireland Limited
Coast Stores Ireland Limited	Debenture
	Irish law debenture in favour of the Security Trustee
Karen Millen Limited	Debenture
	Irish law share charge in favour of the Security Trustee over the entire issued share capital of Karen Millen Ireland Limited
Karen Millen Ireland Limited	Debenture
	Irish law debenture in favour of the Security Trustee
Rubicon Retail Limited	Debenture
Rubicon Retail Fashion Limited	Debenture
Rubicon Retail Holdings Limited	Debenture
Rubicon Retail Finance Limited	Debenture
Principles Retail Limited	Debenture
Warehouse Fashion Limited	Debenture
Rubicon Card Services Limited	Debenture
Studio Group Holdings Limited	Debenture
The Shoe Studio Group Holdings Limited	Debenture
The Shoe Studio Group Limited	Debenture
Bertie Shoes Limited	Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6787528
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP GUARANTEE AND
DEBENTURE DATED 2 MARCH 2009 AND CREATED BY
AURORA FASHIONS FINANCE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH PRESENT OR
FUTURE CHARGING COMPANY TO THE SECURITY TRUSTEE
AND/OR THE 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 11 MARCH
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2009

PDW



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES