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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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

395

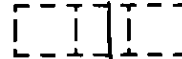
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



145436 / 260
6822196

Name of company

* AURORA SPECIALTY BRANDS PROPCO LIMITED (the "Company")

Date of creation of the charge

2 March 2009

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

GROUP DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) ("Secured Obligations").

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

KAUPTHING BANK HF. (as security trustee for the Secured Parties) (in such capacity, the "Security Trustee") of Borgartun 19, 105 Reykjavik, Iceland

Postcode

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

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

79947.120047.23253569

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A32 *ANQAI7YK*

07/03/2009

COMPANIES HOUSE

180

Short particulars of all the property mortgaged or charged

1. GRANT OF SECURITY

1.1 Nature of security

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

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

continued on addendum 4/4

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Pipes Ltd LLP

Date 6-03-09

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

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

† 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

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Addendum 1/4

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

Addendum 2/4

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

NOTE.

In this form:

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

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

"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 part 3 of the schedule hereto (Details of Security Assets);

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

"Charged Securities" means:

- (a) the securities specified in part 2 of the schedule hereto (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 2 March 2009) as at 2 March 2009 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;

"Closing Date" means 2 March 2009;

"Collection Account" has the meaning given to that term in clause 11.8(a)(ii) of the Deed;

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

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any Accession Deed (as defined in the Deed);

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

"Event of Default" means any event or circumstance specified as such in clause 24 (Events of Default) of the Senior Facilities Agreement;

"Finance Document" means the Senior Facilities Agreement, any Accession Letter, the Group Intra-Group Loan Agreement, any Compliance Certificate, any Consent Request, any Fee Letter, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent (as defined in the Senior Facilities Agreement) and the Obligors' Agent (as defined in the Senior Facilities Agreement);

"Finance Party" means the Agent, the Arranger, the Security Trustee or a Lender (each as defined in the Senior Facilities Agreement);

"Group" means the Parent, and each of its Subsidiaries (as defined in the Senior Facilities Agreement) for the time being;

"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:

- (a) all present and future Key-man Policies; and
- (b) the policies of insurance (if any) specified in part 6 of the schedule hereto (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 the schedule hereto (Details of Security Assets));

"Intercreditor Deed" means the intercreditor deed dated 2 March 2009 made between the Agent (1), the Security Trustee (2), the Arranger (3), the Original Lender (4), the Original Investors (as defined therein) (5), the Parent (6), the Original Obligors, the Intra-Group Creditors and the Intra-Group Debtors (as defined therein) and (7), the persons named in part 3 of schedule 1 thereto as First Ranking Creditors;

"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

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out and maintained by an Obligor incorporated in England and Wales in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms:

Name of individual	Amount (£)	Term
Derek Lovelock	1,000,000	Until 31 August 2019
Margaret Lustman	500,000	3 years from the Closing Date
Richard Glanville	500,000	3 years from the Closing Date
Mike Shearwood	750,000	3 years from the Closing Date

and any substitute or replacement policy entered into relating to the same;

"Parent" means Aurora Fashions Holdings Limited;

"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 (as defined in the Senior Facilities Agreement), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;

(c) of any asset by a Disposing Company to an Acquiring Company where the Acquiring Company is not an Obligor provided that the Disposing Company has obtained the prior written consent of the Agent to such disposal in the form of a Consent Request (as defined in the Senior Facilities Agreement);

(d) 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 (as defined in the Senior Facilities Agreement) and such Disposal Proceeds shall during such period be retained in a Holding Account (as defined in the Senior Facilities Agreement);

(e) of obsolete or redundant vehicles, plant and equipment for cash;

(f) of Cash Equivalent Investments (as defined in the Senior Facilities Agreement) for cash or in exchange for other Cash Equivalent Investments;

(g) constituted by a licence of intellectual property rights permitted by clause 2.1 of the Senior Facilities Agreement which shall include for the

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* AURORA SPECIALTY BRANDS PROPCO LIMITED (the "Company")

avoidance of doubt, the licence of Intellectual Property in the ordinary course of the business of the Group;

(h) arising as a result of any Permitted Security;

(i) provided no Default (as defined in the Senior Facilities Agreement) has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property, Joint Ventures (as defined in the Senior Facilities Agreement) 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, and provided that no Disposal shall be made by any UK Obligor (as defined in the Senior Facilities Agreement) pursuant to paragraphs (b)-(g) (inclusive) and (i) prior to the date falling two years after 2 March 2009 without the prior written consent of the Agent;

"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 as part of Agreed Ancillary Arrangements (as defined in the Senior Facilities Agreement);

(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 (as defined in the Senior Facilities Agreement), where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company; or

(iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of that company becoming a member of the Group;

(e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;

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* AURORA SPECIALTY BRANDS PROPCO LIMITED (the "Company")

(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 entered into pursuant to any Finance Document;

(j) 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 (i) above does not exceed £500,000 (or its equivalent in other currencies;

(k) any Security arising pursuant to the Administrators' Security Document (as defined in the Senior Facilities Agreement);

"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 approved by the Agent; or

(c) any loan, Disposal or acquisition between Obligors in order to minimise the Group's liabilities in respect of Tax (as defined in the Senior Facilities Agreement) approved by the Agent;

"Quasi-Security" has the meaning given to that term in clause 23.16 (Negative pledge) of the Senior Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 2 March 2009 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 part 1 of the schedule hereto (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

Name of company

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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;

"Relevant Contract" means:

(a) any Approved Hedging Arrangements (as defined in the Senior Facilities Agreement); and

(b) each agreement specified in part 5 of the schedule hereto (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;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

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

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Security Period" means the period beginning on 2 March 2009 and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents; and

"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated the same date as this 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;

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

(a) paragraph 3(d) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement;

(b) paragraph 13 of part 2 of schedule 2 (Conditions precedent) of the Senior facilities Agreement; and

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(c) clause 4.3 (Conditions subsequent) 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.

SCHEDULE - SEE ATTACHED

Addendum 3/4

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

Name of company

*insert full name
of Company

* AURORA SPECIALTY BRANDS PROPCO LIMITED (the "Company")

Addendum 4/4

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

1.2 Qualifying floating charge

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

2. FIXED SECURITY

2.1 Fixed charges

The 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 part 1 of the schedule hereto (Details of Security Assets); and

(ii) all other Real Property (if any) at 2 March 2009 vested in, or charged to, the Company (not charged by clause 4.1(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 4.1(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 4.1(a) or 4.1(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 4.1(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 the Company's stock-in-trade or work-in-progress);

(e) by way of first fixed charge:

(i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and

(ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those

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Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii) of the Deed) and all monies at any time standing to the credit of such accounts,

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

(g) by way of first fixed charge:

(i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Deed);

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, 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 the Company or the use of any of its assets; and

(ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all 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 Contracts and all proceeds and claims arising therefrom;

(b) each of the following:

(i) each present and future Key-man Policy;

(ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets); and

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(iii) all other Insurances (not assigned by clauses 4.2(b)(i) or 4.2(b)(ii) of the Deed),
and all claims under the Insurances and all proceeds of the Insurances; and

(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed).

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

2.3 Assigned Assets

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

3. FLOATING CHARGE

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

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (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.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

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

(a) an Event of Default has occurred and is continuing; or

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

4.2 Small companies

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

4.3 Automatic conversion

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

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(a) in relation to any Security Asset which is subject to a floating charge if:

(i) the Company creates (or attempts or purports to create) any Security (other than 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 the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Scottish property

Clause 6.3 (Automatic conversion) of the Deed 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.

4.5 Partial conversion

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

5. CONTINUING SECURITY

5.1 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.

5.2 Additional and separate security

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

5.3 Right to enforce

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

6. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the 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

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fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. UNDERTAKINGS BY THE CHARGING COMPANIES

7.1 Negative pledge and Disposals

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

- (a) create or permit to subsist any Security 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).

7.2 Security Assets generally

The Company shall:

- (a) 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;
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

7.3 Dealings with and realisation of Receivables and Collection Accounts

- (a) The Company shall without prejudice to clause 11.1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable.

8. SET-OFF

8.1 Set-off rights

- (a) The Security Trustee and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Charging Company) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a) of the Deed), the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation.

Name of company

*insert full name
of Company

* AURORA SPECIALTY BRANDS PROPCO LIMITED (the "Company")

(c) If the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

8.2 Time deposits

Without prejudice to clause 18.1 (Set-off) of the Deed, if any time deposit matures on any account which the Company has with the Security Trustee or any other Secured Party at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such other Secured Party in its absolute discretion considers appropriate unless the Security Trustee or such other Secured Party otherwise agrees in writing.

9. FURTHER ASSURANCES

9.1 Further action

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Trustee or a 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, any other Secured Party or any Receiver 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 or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

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 registration,

Name of company

*insert full name
of Company

* AURORA SPECIALTY BRANDS PROPCO LIMITED (the "Company")

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

9.2 Finance Documents

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Finance Parties by or pursuant to the Finance Documents.

9.3 Specific security

Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the 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 6 (Conversion of floating charge) of the Deed).

10. POWER OF ATTORNEY

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

Company name	Registered number	Registered office
K Retail Propco Limited	6822157	The Triangle, Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire, OX29 5UT
K Retail Opco Limited	6822177	The Triangle, Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire, OX29 5UT
HS 484 Limited	6822125	Fifth Floor, Free Trade Exchange, 37 Peter Street, Manchester, Greater Manchester, M2 5GB
Mosaic Fashions US Limited	4327477	The Triangle, Stanton Harcourt Industrial Estate, Stanton Harcourt, Witney, Oxfordshire, OX29 5UT

SCHEDULE ~~X~~

Details of Security Assets

Part 1 - Real Property

None applicable at date of signing

Part 2 - 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 Limited	Ordinary	one	£1

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

Part 3 - Charged Accounts

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]

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

Part 4 - 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
warehousefashion.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehousefashionuk.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehousecollection.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehouse-stores.co.uk	.co.uk	Warehouse Fashion Limited	W Fashions Opco Limited
warehousecollection.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
rubiconretail.com	.com	Mosaic Fashions Limited	W Fashions Opco Limited
warehousefashion.com	.com	Mosaic Fashions Limited	W Fashions Opco Limited

DOMAIN NAME	SUFFIX	LEGAL OWNER	TRANSFEREE
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
anoushagcouture.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

CHARGING COMPANY	MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY
Aurora Specialty Bands Opco Limited	FLUTE	4709473	03, 09, 14, 18, 25, 35	Registered	European Community
Aurora Specialty Bands Opco Limited	FLUTE	2406065	03, 09, 14, 18, 25, 35	Registered	United Kingdom

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

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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 Limited	Aurora Specialty Brands Opco Limited
ODILLE	N/018086	25	Registered	Macao	Oasis Stores 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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
ODILLE	--	03	Pending Application number 34115	Oman	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	--	03, 20, 24, 25	Pending Application number 4-2008- 009285	Philippines	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	--	24	Pending Application number 32197	Qatar	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	--	25	Pending Application number 32198	Qatar	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	810/96	25	Registered	Saudi Arabia	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	810/95	24	Pending	Saudi Arabia	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	810/94	20	Registered	Saudi Arabia	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	815/25	03	Registered	Saudi Arabia	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	1233562	03, 20, 24, 25	Registered	Taiwan	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	Kor247567	25	Registered	Thailand	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	Kor255490	03	Registered	Thailand	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	Kor249154	20	Registered	Thailand	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	Kor246386	24	Registered	Thailand	Oasis Limited Stores	Aurora Specialty Brands Opco Limited
ODILLE	53046	24	Registered	United Arab Emirates	Oasis Limited Stores	Aurora Specialty Brands Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
						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 G. LONDON & LOGO	967274	03, 18, 25, 35	Registered	International Registration	Anoushka G Fashions 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 (ENGLAND & logo)	953077	25	Registered	Australia	Karen Millen Limited
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 MILLEN	--	25	Pending Application Number 4418639	China (People's Republic)	Karen Millen Limited
KAREN MILLEN	--	09	Pending Application number 5247129	China (People's Republic)	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
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 number 1476045	India	Karen Millen Limited
KAREN MILLEN	--	18	Pending Application number 1476047	India	Karen Millen Limited
KAREN MILLEN	--	18, 25	Pending Application number D00 2007 036954	Indonesia	Karen Millen Limited
KAREN MILLEN	--	35	Pending Application number J00- 2006-026105	Indonesia	Karen Millen Limited
KAREN MILLEN	924531	18, 25, 35	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	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
				(USA)	
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 number 40- 2006-21063	Korea, Republic of	Karen Millen Limited
KAREN MILLEN	40-767759	14	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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
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	1019586	35	Registered	Mexico	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
MILLEN					
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
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 MILLEN	--	35	Pending Advertised Application number 2006/23164	South Africa	Karen Millen Limited
KAREN MILLEN	--	25	Pending Advertised Application number 2006/23163	South Africa	Karen Millen Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
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 ENGLAND & logo	2156187B	03, 09, 18, 25	Registered	United Kingdom	Karen Millen Limited
KAREN MILLEN MEN/ Karen millen men/ Karen Millen Men/ KarenMillenMen (series of 4)	2490527	03, 09, 18, 25, 35	Registered	United Kingdom	Karen Millen Limited
KMEN/KMen (series of 2)	--	03, 09, 18, 25, 35	Pending Application number 2498946	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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
					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 Fashion Limited
WAREHOUSE	--	09, 18, 25, 35	Pending Application number 1423307	India	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	Warehouse

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
				(Bulgaria)	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 (United States of America)	Warehouse 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	Jordan	Warehouse Fashion Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
			42886		
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 number2002/10074	Malaysia	Warehouse Fashion Limited
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
					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, 35	Registered	United Kingdom	Warehouse Fashion Limited
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	Warehouse

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR
				Kingdom	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, 18, 35	Registered	Australia	Oasis Stores Limited	O Fashions Opco 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	Oasis Stores	O Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
				Republic)	plc	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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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,	Registered	Slovenia	Oasis Stores	O Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
		18, 25, 35			Limited	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 Plc	O Fashions Opco 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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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	Spain	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
			264278			
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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	Oasis Stores	O Fashions Opco

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
				of America	Limited	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 PALM TREE DEVICE	1098670	25	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS	3469986	18	Registered	United States of America	Oasis Stores Limited	O Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTERED	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 PALM DEVICE	1098669	20	Registered	United Kingdom	Oasis Stores Limited	O Fashions Opco Limited
OASIS TRADING PALM TREE DEVICE	1098670	25	Registered	United Kingdom	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	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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 7031206	China (Peoples Republic)	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 Limited
COAST & logo	--	35, 36, 41, 42	Pending Advertised Application number M200700487	Estonia	Coast Stores Limited	C Fashions Opco Limited

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
	--	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
COAST	852427	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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 Registration (Germany)	Coast Stores Limited	C Fashions Opco Limited
COAST LONDON	967818		Registered	International Registration (Australia)	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	236793	18, 25, 28	Registered	Ireland	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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST & logo	M59853	03, 18, 25, 28	Registered	Latvia	Coast Stores Limited	C Fashions Opco Limited
Coast & logo	--	35, 36, 41, 42	Pending Application number M-07-479	Latvia	Coast Stores 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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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 Application number 40864	Qatar	Coast Stores Limited	C Fashions Opco 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

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
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

MARK	REGISTRATION NUMBER	CLASS	PENDING/ REGISTRATION	TERRITORY	PROPRIETOR	PROPOSED ASSIGNEE
COAST & device (series 3)	2168211A	03, 14, 18, 25	Registered	United Kingdom	Coast Stores Limited	C Fashions Opco Limited
COAST & logo	2451490	03, 18, 25, 28	Registered	United Kingdom	Coast Stores 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

Part 5 - Material Contracts

Acquisition Agreement if requested

Part 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 Limited	24690594	AIG Europe (UK) 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	65BDDDED9524	Chubb Insurance	1st July 2009
Aurora Fashions Holdings Limited	B0509JK692608	Chubb Insurance	1 st 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)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6822196
- CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 2
MARCH 2009 AND CREATED BY AURORA SPECIALTY BRANDS
PROPCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF
THE GROUP TO KAUPTHING BANK HF (AS SECURITY TRUSTEE
FOR THE SECURED PARTIES) (IN SUCH CAPACITY THE
SECURITY TRUSTEE) AND/OR THE OTHER SECURED PARTIES
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 7 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES