



Acquisition of a Charge

Company name: **MEIYUME RETAIL SOLUTIONS (UK) LIMITED**

Company number: **06869084**



X9VJYH5U

Received for Electronic Filing: **05/01/2021**

Details of Charge

Date of creation: **15/02/2019**

Date of acquisition: **06/11/2019**

Charge code: **0686 9084 0002**

Persons entitled: **BANK OF CHINA (HONG KONG) LIMITED**

Brief description: **N/A IN RESPECT OF MEIYUME RETAIL SOLUTIONS (UK) LIMITED**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ELECTRONIC
VERSION OF THE ORIGINAL INSTRUMENT.**

Certified by:

ALLEN&OVERY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6869084

Charge code: 0686 9084 0002

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by MEIYUME RETAIL SOLUTIONS (UK) LIMITED on 6th November 2019 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2021 .

Given at Companies House, Cardiff on 6th January 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

COMPOSITE ENGLISH DEBENTURE

DATED 15 February **2019**

BETWEEN

THOSE COMPANIES LISTED IN SCHEDULE 1

as Chargors

- and -

BANK OF CHINA (HONG KONG) LIMITED

as Security Agent

ALLEN & OVERY

Allen & Overy

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THIS DEED is dated 15 February 2019 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) **BANK OF CHINA (HONG KONG) LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Credit Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Credit Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account Bank means the bank with which a Security Account is maintained.

Act means the Law of Property Act 1925.

Assigned Relevant Contract means, in respect of a Chargor, any agreement, instrument or other document specified in Part 5 (Assigned Relevant Contracts) of Schedule 2 (Security Assets).

Composite English Share Mortgage means the English law governed composite share mortgage dated 1 August 2018 between Lornamead Acquisitions Limited, Lornamead Group Limited, Meiyume Group Limited (previously known as LF Beauty Management Limited) and the Security Agent.

Credit Agreement means the US\$550,000,000 equivalent credit agreement dated 21 March 2018 between (among others) True Sage Limited and the Security Agent, as may be amended and/or amended and restated from time to time.

Designated Trade Receivables means, with respect to a Chargor, its receivables which have been designated, approved or otherwise specified (in each case in any manner whatsoever) to be factored, assigned or charged under or in connection with a Permitted Trade Finance Facility.

Designated Trade Receivables Contract means, with respect to any Designated Trade Receivable, any agreement, instrument or other document (a) under which such Designated Trade Receivable arises or (b) evidences such Designated Trade Receivable.

Designation means, with respect to any receivables of a Chargor, the designation, approval or specification (in each case in any manner whatsoever) as receivables by any of the parties to a Permitted Trade Finance Facility in accordance with the terms thereof, which are to be subject

to any factoring, assignment or charge under or in connection with that Permitted Trade Finance Facility and **Designate** shall be construed accordingly.

Excluded Property means:

- (a) any asset of Lornamead Group Limited from time to time that is subject to a Security Interest under the Composite English Share Mortgage;
- (b) any asset of Lornamead Group Limited from time to time that is subject to a Security Interest under the German Share Pledge; and
- (c) any asset of Lornamead Acquisitions Limited from time to time that is subject to a Security Interest under the Composite English Share Mortgage.

German Share Pledge means the German law governed share pledge agreement dated 22 June 2018 between, among others, Lornamead Group Limited and the Security Agent in respect of the issued shares of LF Beauty (Germany) GmbH.

Investments means:

- (a) the Mortgaged Shares; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments which are Security Assets.

Mortgaged Shares means, in respect of a Chargor, all of the shares held by that Chargor in the issued share capital of any member of the Group (other than that Chargor itself) from time to time but excluding any such shares which constitutes Excluded Property, including as at the date of this Deed, the shares (if any) specified in Part 7 (Shares) of Schedule 2 (Security Assets).

Party means a party to this Deed.

Receiver means a receiver, a receiver and manager, or an administrative receiver, in each case, appointed under this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of that Chargor to any Secured Party under or in connection with each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

Security Account means, in respect of a Chargor, any bank account opened in the name of that Chargor, including as at the date of this Deed, all accounts specified in Part 4 of Schedule 2 (Security Assets) opposite the name of that Chargor, and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Security Account is transferred; and
- (b) any account which is a successor to a Security Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Security Account is transferred for investment or administrative purposes.

Security Asset means, in respect of a Chargor, each asset of that Chargor which is, or is intended to be, subject to any security created by this Deed, which, for the avoidance of doubt, excludes the Excluded Property.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Credit Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity, in each case, in relation to that share, stock, debenture, bond or other security or investment;
 - (iv) the term **this Security** means any security created by this Deed; and
 - (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.

- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes:
 - (i) any part of that Security Asset; and
 - (ii) the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor (for the avoidance of doubt, excluding the Excluded Property);
 - (iii) is created by each Chargor as beneficial owner of its assets;
 - (iv) is continuing security for the payment, discharge and performance of all the Secured Liabilities; and
 - (v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of a Chargor under a document or in respect of any other asset (for the avoidance of doubt, excluding the Excluded Property) cannot be secured without the consent of a party to that document or any relevant third party in respect of such other asset or without the satisfaction of some other condition:
 - (i) that Chargor must notify the Security Agent promptly;

- (ii) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document or in respect of that other asset, but will exclude that Chargor's other rights under the document or that other asset until that Chargor obtains the required consent or satisfies the relevant condition;
- (iii) unless the Security Agent specifies a shorter period, until the date falling 60 days after the date of the notification under paragraph (i) above, that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
- (iv) if that Chargor obtains the required consent or satisfies the relevant condition:
 - (A) that Chargor must notify the Security Agent promptly; and
 - (B) all that Chargor's rights under the document or relevant asset will immediately be secured in accordance with this Deed.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are included in this deed does not affect the validity or enforceability of this Security.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it; this includes the real property (if any) specified in Part 1 (Real Property) of Schedule 2 (Security Assets) opposite its name and to and with the benefit of all leases, tenancies, rights, licences, covenants, conditions and other incidents of tenure affecting such real property; and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property owned by it.
- (b) Each Chargor assigns or agrees to assign, subject to a proviso for re-assignment on redemption, the full benefit and all its rights in respect of all the terms and conditions under which that Chargor holds the real property mortgaged by it under sub-paragraph (a)(ii) above. This includes, without limitation, any right of payment, covenant, agreement, undertaking or indemnity contained in any sale and purchase agreement, lease or other document, agreement or undertaking of any type in respect of or relating to such real property, whether present or future, to hold the same absolutely.
- (c) A reference in this Clause 2.2 (Land) to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that real property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Mortgaged Shares and other Investments

Each Chargor charges by way of a first fixed charge all its interest in all shares (including the Mortgaged Shares), stocks, debentures, bonds or other securities and investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf, other than any Excluded Property.

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (other than any third party liability insurance policy); this includes the insurance policies (if any) specified in Part 2 (Insurances) of Schedule 2 (Security Assets) opposite its name.
- (b) To the extent that they are not effectively assigned under (a) above, each Chargor charges by way of first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; this includes the insurance policies (if any) specified in Part 2 (Insurances) of Schedule 2 (Security Assets) opposite its name.

2.6 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of each Assigned Relevant Contract to which it is a party.
- (b) Subject to paragraph (c) below, each Chargor charges by way of a first fixed charge all of its rights in respect of the agreements, instruments and other documents (if any) specified in Part 6 (Charged Relevant Contracts) of Schedule 2 (Security Assets) opposite its name.
- (c) Paragraph (b) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause.

2.7 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Part 3 (Specific Intellectual Property Rights) of Schedule 2 (Security Assets) opposite its name;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.8 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

2.9 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause, which, for the avoidance of doubt, excludes the Excluded Property, provided that its Designated Trade Receivables shall, upon its Designation, be automatically released from the floating charge created under this Deed for the purposes of complying with the provisions of the relevant Permitted Trade Finance Facilities.

- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if:

- (i) an Event of Default is continuing; or
- (ii) that Chargor fails to comply, or takes any action which results in that Chargor failing to comply with its obligations under Clause 4 (Restrictions on Dealings).

and upon issue of such notice by the Security Agent to a Chargor in respect of any asset of that Chargor, the floating charge over that asset shall immediately crystallise and become a fixed charge.

- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:

- (i) the obtaining of a moratorium; or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

- (d) The floating charge created under this Deed will (in addition to the circumstances in which such a conversion will occur under general law) automatically convert into a fixed charge over all of a Chargor's assets:

- (i) if an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor; or

- (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind up that Chargor (or not to wind up that Chargor).
- (e) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Finance Document.
- (f) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS - GENERAL

3.1 Representations

Each Chargor makes the representations and warranties set out in this Clause to each Secured Party.

3.2 Ranking of security

This Security has first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security Interest, subject to Permitted Security.

3.3 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made by each Chargor on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on the first day of each Interest Period.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest (other than this Security) on any Security Asset; or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement or this Deed.

5. LAND

5.1 General

In this Clause:

Mortgaged Property means all freehold or leasehold property included in the definition of Security Asset and, where the context so requires, includes any buildings on that property.

5.2 Title

- (a) Each Chargor represents and warrants to each Secured Party that it has good and marketable title to its Mortgaged Property.

5.3 Notices

Each Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public, local or other authority with respect to its Mortgaged Property (or any part of it):

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

5.4 Power to remedy

- (a) If a Chargor fails to perform any obligations under the Finance Documents affecting its Mortgaged Property, that Chargor must allow the Security Agent or any of its agents and contractors:
 - (i) to enter any part of its Mortgaged Property;
 - (ii) to comply with or object to any notice served on that Chargor in respect of its Mortgaged Property; and
 - (iii) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such obligation or to comply with or object to any such notice.
- (b) The relevant Chargor must within ten Business Days of demand, pay the costs and expenses of the Security Agent and its agents and contractors incurred in connection with any action taken by it under this Clause.
- (c) No Secured Party is obliged to account as mortgagee in possession as a result of any action taken under this Clause.

5.5 Acquisitions

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) as soon as reasonably practicable (and in any event within 45 Business Days) following the demand by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require;
- (c) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security or if the title to that freehold or leasehold property is not registered at H.M. Land Registry or not required to be so registered but required to be registered at any other

land registry, give that land registry written notice within the prescribed statutory time limit for registration with that land registry; and

- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.

5.6 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of Bank of China (Hong Kong) Limited referred to in the charges register or their conveyancer. (Standard Form P)".

5.7 Deposit of title deeds

Each Chargor must deposit with the Security Agent:

- (a) all deeds and documents of title relating to its Mortgaged Property situated in England and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf; and
- (b) (to the extent that the deposit of deeds and documents of title relating to its Mortgaged Property situated outside of England is obligatory or customary in the jurisdiction where that Mortgaged Property is situated (as determined by the Security Agent and the Company (acting reasonably)), all deeds and documents of title relating to that Mortgaged Property and all land charges and the relevant land registry search certificates and similar documents received by it or on its behalf.

6. MORTGAGED SHARES AND INVESTMENTS

6.1 General

In this Clause:

Mortgaged Company means, in respect of a Chargor, any Subsidiary of that Chargor whose shares are charged by that Chargor under this Deed.

6.2 Mortgaged Shares

Each Chargor represents and warrants to each Secured Party that:

- (a) its Mortgaged Shares and, to the extent applicable, its other Investments, are duly authorised, validly issued and fully paid;
- (b) the constitutional documents and, where applicable, shareholders' agreement of each Mortgaged Company do not restrict or inhibit any transfer of those shares on creation or enforcement of this Security;
- (c) (subject to any Permitted Share Issue notified to the Security Agent) its Mortgaged Shares represent the whole of the issued share capital of each Mortgaged Company;

- (d) subject to this Deed, it (or a nominee, trustee, custodian or clearance system on its behalf) is the sole legal and beneficial owner of its Investments; and
- (e) its Investments are free of any Security Interests (except for those created by or pursuant to the Security Documents) and any other rights or interests in favour of third parties.

6.3 Deposit

- (a) Upon the execution of this Deed, each Mortgagor must:
 - (i) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments; and
 - (ii) (in respect of its Investments) execute and deliver to the Security Agent all share transfers (undated and signed in blank) and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees, after this Security becomes enforceable, to be registered as the owner or otherwise obtain a legal title to any of its Investments.
- (b) Within ten Business Days of any right, money or property (including any share, stock, debenture, bond or other securities or investments) becoming a Security Asset, the relevant Chargor must deliver to the Security Agent (or as the Security Agent may direct) all documents referred to in sub-paragraphs (a)(i) and (a)(ii) above as if the references to the Security Asset in those sub-paragraphs were references to such right, money or property.
- (c) After this Security has become enforceable, the Security Agent shall have the right to complete, date and put into effect the documents referred to in sub-paragraph (a)(ii) above.

6.4 Changes to rights

No Chargor may take any action or allow the taking of any action on its behalf (including the exercise of any voting rights) which may result in the rights attaching to any of its Investments being altered in a manner which adversely affects the interests of any Secured Party.

6.5 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must, immediately on demand, reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.5 (Calls).

6.6 Other obligations in respect of the Investments

- (a) Each Chargor comply with all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.

- (b) Each Chargor must promptly upon request supply to the Security Agent a copy of any information referred to in paragraph (a) above.
- (c) Each Chargor must comply with all material conditions and obligations assumed by it in respect of any of its Investments.
- (d) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any Investment.

6.7 Voting rights and dividends

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of the Investments must, if exercisable by the relevant Chargor, be exercised in a manner which will not adversely affect the validity or enforceability of this Security or the interest of any Secured Party or cause an Event of Default to occur; and
 - (ii) all dividends, distributions or other income paid or payable in relation to the Investments must be paid directly to any of its Security Accounts of the relevant Chargor.
- (b) After this Security has become enforceable:
 - (i) the Security Agent may exercise, in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor, any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise;
 - (ii) the relevant Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of the Investments; and
 - (iii) the dividends and/or other income paid or payable in relation to any Investment must be paid to the Security Agent, and the relevant Chargor shall hold any dividends or other income received by it in relation to any Investment on trust for the Secured Parties and promptly pay them to the Security Agent;
- (c) the Security Agent will have no liability to any Chargor for any loss that results from the exercise or non-exercise of any voting rights attaching to the Investments or for any failure to deal with any notice relating to the Investments that is sent to the Security Agent (other than and to the extent any such cost, loss or liability is incurred directly as a result of fraud, gross negligence or wilful default of the Security Agent).

6.8 Clearance systems

- (a) The relevant Chargor must, if so requested by the Security Agent after this Security has become enforceable:
 - (i) instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system; and
 - (ii) take whatever action the Security Agent may request for the dematerialisation or re-materialisation of any Investment held in any clearance system.
- (b) Without prejudice to the rest of this Clause 6.8 (Clearance systems), the Security Agent may, at the cost of the relevant Chargor, take whatever action is required for the dematerialisation or re-materialisation of any Investment as necessary.

6.9 Custodian arrangements

Each Chargor must:

- (a) promptly give notice of this Deed to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours, until the date falling 60 days (or such shorter period specified by the Security Agent) after the notice is given under paragraph (a) above, to ensure that the custodian or other entity acknowledges that notice in a form which the Security Agent may require.

7. INTELLECTUAL PROPERTY

7.1 General

In this Clause **Material Intellectual Property Rights** means any Intellectual Property which is material to each Chargor's business.

7.2 Representations

Subject to the provisions of the Credit Agreement, each Chargor represents and warrants to each Secured Party that:

- (a) it has taken all formal or procedural actions (including payment of fees) required to maintain the Material Intellectual Property Rights owned by it;
- (b) it is the sole legal and beneficial owner or (as the case may be) licensed user of those Material Intellectual Property Rights;
- (c) those Material Intellectual Property Rights are free of any Security Interests (except for those created by or pursuant to the Security Documents or as permitted under any Finance Document) and any other rights or interests (including any licences) in favour of third parties; and

- (d) to its knowledge, no Material Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any Material Intellectual Property Right.

7.3 Preservation

- (a) Subject to the provisions of the Credit Agreement, each Chargor must:
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Material Intellectual Property Rights in force;
 - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Material Intellectual Property Rights; and
 - (iii) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Material Intellectual Property Rights.
- (b) Each Chargor must ensure that, except with the prior consent of the Security Agent or as permitted under the Credit Agreement, none of its Material Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

8. CREDIT BALANCES

8.1 Representations

Each Chargor represents and warrants to each Secured Party that:

- (a) subject to this Security or any applicable Permitted Security, it is the sole legal and beneficial owner of the credit balances from time to time in each Security Account which it maintains together with any fixed or time deposits created or funded out of such credit balances; and
- (b) those credit balances and fixed or time deposits are free of any Security Interests (except for those created by or pursuant to the Security Documents or as permitted under any Finance Document) and any other rights or interests in favour of third parties.

8.2 Change of Account Bank

- (a) A change of Account Bank will only become effective when the relevant Chargor and the new Account Bank have delivered a notice and acknowledgement substantially in the form set out in Schedule 3 (Forms of Letter for Account Bank) or in such other form approved by the Security Agent.
- (b) If there is a change of Account Bank, the amount (if any) standing to the credit of the Security Accounts maintained with the old Account Bank will be transferred to the corresponding Security Accounts maintained with the new Account Bank immediately upon the appointment taking effect. The relevant Chargor gives all Authorisations and instructions necessary for any such transfer to be made.
- (c) The relevant Chargor must take any action which the Security Agent may require to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms).

8.3 Withdrawals

- (a) Except with the prior consent of the Security Agent or as provided in paragraph (b) below or paragraph (c)(ii) of clause 8.6 (Payment into the Debt Settlement Account and Holding Account) of the Credit Agreement, no Chargor may withdraw any moneys (including interest) standing to the credit of any Holding Account held by the relevant Chargor.
- (b) At any time while an Event of Default is continuing, the Security Agent (or a Receiver) may (subject to the payment of any claims having priority to this Security) withdraw amounts standing to the credit of a Security Account to meet an amount due and payable under the Finance Documents at any time after such amount becomes due and payable.

8.4 Notices of charge

- (a) Subject to paragraph (b) below, each Chargor must:
 - (i) upon the execution of this Deed, or (in the case of any new Security Account opened after the date of this Deed) immediately after the opening of such account, serve a notice of charge, substantially in the form of Part 1 (Notice to Account Bank) of Schedule 3 (Forms of Letter for Account Bank) or in such other form approved by the Security Agent, on each Account Bank, with which it maintains a Security Account; and
 - (ii) use its reasonable endeavours, until the date falling 60 days (or such shorter period specified by the Security Agent) after the date of the notice is given under paragraph (a)(i) above, to ensure that each such Account Bank acknowledges the notice, substantially in the form of Part 2 (Acknowledgement of Account Bank) of Schedule 3 (Forms of Letter for Account Bank) or in such other form approved by the Security Agent.
- (b) In the event that the Security Agent also serves as the Account Bank of the relevant Security Account, notice of the Security Interest created on the relevant Security Account is given pursuant to this Deed and no separate notice of charge is required to be served by the relevant Chargor on the Security Agent in its capacity as Account Bank pursuant to paragraph (a)(i) above.
- (c) For the avoidance of doubt, the Security Agent must not give notice to any Account Bank that this Security has become enforceable unless an Event of Default is continuing.

9. RELEVANT CONTRACTS

9.1 General

In this Clause:

Relevant Contract means:

- (a) any Assigned Relevant Contract;
- (b) any agreement, instrument or other document specified in Part 6 (Charged Relevant Contracts) of Schedule 2 (Security Assets); and

- (c) any other agreement, instrument or other document to which a Chargor is a party and which the Security Agent and the Company have designated in writing a Relevant Contract.

9.2 Representations

Each Chargor represents and warrants to each Secured Party that:

- (a) no amount payable to it under a Relevant Contract is subject to any right of set-off or similar right (except for any such right that arises under the express terms of that Relevant Contract);
- (b) subject to Legal Reservations, each Relevant Contract is its legal, valid, binding and enforceable obligation;
- (c) it is not in default of any of its material obligations under any such Relevant Contract;
- (d) its entry into and performance of this Deed will not conflict with any term of any Relevant Contract; and
- (e) its rights in respect of each such Relevant Contract are free of any Security Interests (except for those created by or pursuant to the Security Documents) or as permitted under any Finance Document and any other rights or interests in favour of third parties.

9.3 Notices of assignment/charge

- (a) Each Chargor must:
 - (i) upon the execution of this Deed, or, if later, the execution of an Assigned Relevant Contract or the designation of an agreement as an Assigned Relevant Contract, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Assigned Relevant Contracts) or in such other form approved by the Security Agent, on each counterparty to each Assigned Relevant Contract;
 - (ii) use its reasonable endeavours, until the date falling 60 days (or such shorter period specified by the Security Agent) after the date of the notice is given under paragraph (i) above, to procure that the counterparty acknowledges the notice referred to in paragraph (i) above, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Assigned Relevant Contracts) or in such other form approved by the Security Agent
 - (iii) immediately upon the occurrence of an Event of Default which is continuing, or, if later, the execution of a Relevant Contract that is not an Assigned Relevant Contract or the designation of an agreement as an Relevant Contract that is not an Assigned Relevant Contract, serve a notice of charge, substantially in the form of Part 1 of Schedule 5 (Forms of letter for Relevant Contracts other than Assigned Relevant Contracts) or in such other form approved by the Security Agent, on each counterparty to each Relevant Contract to which it is a party that is not an Assigned Relevant Contract; and
 - (iv) use its reasonable endeavours, until the date falling 60 days (or such shorter period specified by the Security Agent) after the date of the notice is given

under paragraph (iii) above, to procure that the counterparty acknowledges the notice referred to in paragraph (iii) above, substantially in the form of Part 2 of Schedule 5 (Forms of letter for Relevant Contracts other than Assigned Relevant Contracts) or in such other form approved by the Security Agent.

- (b) For the avoidance of doubt, the Security Agent must not give notice to the relevant counterparty under a Relevant Contract that this Security has become enforceable unless an Event of Default is continuing.

9.4 Designated Trade Receivables

- (a) Each Chargor must ensure that its receivables will not, without the consent of the Security Agent, be Designated as Designated Trade Receivables while an Event of Default is continuing.
- (b) Each Chargor must promptly provide the Security Agent with information relating to its receivables (including any Designated Trade Receivables) upon request by the Security Agent while an Event of Default is continuing.

10. INSURANCES

10.1 General

In this Clause, **Insurances** means any contract or policy of insurance taken out by each Chargor or on its behalf or in which it has an interest including property insurances (but excluding third party liability insurances), and in each case, which are Security Assets.

10.2 Rights

- (a) Subject to the rights of the Security Agent under paragraph (b) below, each Chargor must diligently pursue its rights under each of the Insurances, but only if and to the extent that the exercise of those rights in the manner proposed is considered by the board of directors to be in its best interest and would not result in an Event of Default under the terms of the Credit Agreement.
- (b) Each Chargor must procure that a note of the interest of the Security Agent (in its capacity as such) is endorsed on each of the Insurances maintained by that Chargor or any person on its behalf in respect of any real property.
- (c) Each Chargor must use its reasonable endeavours to ensure that the Security Agent receives a copy of the policy, certificate or cover note relating to any Insurance maintained by that Chargor and the receipt for the payment of any premium for any such Insurance and any information in connection with any such Insurance and any claim under it which the Security Agent may reasonably require.
- (d) All amounts received or receivable under any Insurance must be applied in accordance with the Credit Agreement or after an Event of Default has occurred, if the Security Agent so directs (but subject to the terms of the relevant Insurances), in or towards satisfaction of the Secured Liabilities.
- (e) Amounts received under third party liability policies held by a Chargor which are required by that Chargor to satisfy established liabilities of it to third parties must be used to satisfy those liabilities.

10.3 After Security becomes enforceable

After this Security has become enforceable:

- (a) the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amount payable to it under any of its Insurances;
- (b) each Chargor must take steps (at its own cost) as the Security Agent may require to enforce those rights, this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor;
- (c) each Chargor must hold any payment received by it under any of its Insurances on trust for the Security Agent;
- (d) each Chargor must not, without the prior consent of the Security Agent, amend or waive any term of, or terminate, any of the Insurances.

10.4 Notice

- (a) Each Chargor must:
 - (i) upon the execution of this Deed, or, if later, the taking out of an Insurance, give notice of this Deed to each of the other parties (or a broker on their behalf) to each of the Insurances by sending a notice substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Insurances) or in such other form approved by the Security Agent; and
 - (ii) use its reasonable endeavours, until the date falling 60 days (or such shorter period specified by the Security Agent) after the date of the notice is given under paragraph (a) above, to procure that each such other party (or a broker on their behalf) delivers a letter of undertaking to the Security Agent in the form of Part 2 of Schedule 6 (Forms of Letter for Insurances) or such other form approved by the Security Agent.
- (b) For the avoidance of doubt, the Security Agent must not give notice to the relevant party to each of the Insurances that this Security has become enforceable unless an Event of Default is continuing.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable if an Event of Default is continuing and the Security Agent gives notice to each Chargor that this Security is enforceable.

11.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Facility Agent (acting on the instructions of the Majority Lenders) may direct.

11.3 Power of sale

- (a) After this Security has become enforceable, the Security Agent may, without prior notice to any Chargor or prior Authorisation from any court or any other person, sell or otherwise dispose of all or any part of the Security Assets at the times, in the manner and on the terms it thinks fit.
- (b) The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

12.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

12.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may do any one or more of the following:

- (i) redeem any prior Security Interest against any Security Asset;
 - (ii) procure the transfer of that Security Interest to itself; and
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor within ten Business Days of demand, pay to the Security Agent the costs and expenses incurred by the Security Agent in connection with any such redemption or transfer, including the payment of any principal or interest.

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

12.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where the Security Agent appropriates any financial collateral:
- (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be the amount for which it could have been sold on the exchange on the date of appropriation; and
 - (iii) in any other case, its value will be the amount that the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may from time to time appoint any one or more persons to be a Receiver of all or any part of the Security Assets of a Chargor if:
- (i) this Security has become enforceable; or
 - (ii) that Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply. The relevant Chargor shall be liable for the remuneration and all other costs, losses, liabilities and expenses of any Receiver jointly and severally.

13.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Security Agent

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

14. POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

- (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset and, without prejudice to the foregoing, cause to be registered all or any part of the Security Assets in its own name or in the name of its nominee(s) or in the name of any purchaser(s) thereof.

14.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

14.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, employees, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

14.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

14.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

14.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which it thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which it thinks fit (including the payment of money to a lessee or tenant on a surrender).

14.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

14.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

14.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

14.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

14.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

14.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

14.14 Covenants, guarantees and indemnities

A Receiver may enter into bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as it shall think fit, make all payments needed to effect, maintain or satisfy such obligations or liabilities and use the company seal(s) (if any) of any Chargor.

14.15 Acquisitions

A Receiver may purchase, lease, hire or otherwise acquire any assets or rights of any description that it, in its absolute discretion, considers necessary or desirable for the improvement or realisation of the whole or any part of the Security Assets or otherwise for the benefit of the whole or any part of the Security Assets.

14.16 Protection of assets

A Receiver may do any act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset, in each case as it thinks fit.

14.17 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security will be held by the Security Agent and applied in the following order of priority:

- (a) in or towards payment of or provision for the Secured Liabilities in accordance with the terms of the Credit Agreement; and
- (b) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

16. DELEGATION

16.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

16.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any cost, loss or liability arising as a result of any act, default, omission or misconduct on the part of any delegate or sub-delegate.

17. FURTHER ASSURANCES

17.1 Further assurances

Except as set out in Clause 17.3(b) (Registration) below, each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) (subject to Agreed Security Principles) creating, perfecting or protecting any security over any Security Asset; or
- (b) conferring on the Security Agent security over any property and assets of the relevant Chargor located in any jurisdiction outside England equivalent or similar to the security intended to be conferred by or pursuant to this Deed; or
- (c) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

17.2 Action required

The action that may be required under Clause 17.1 (Further assurances) includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent or to its nominee; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may (subject to Agreed Security Principles) think expedient.

17.3 Registration

- (a) Without limitation to Clause 17.1 (Further assurances) and Clause 17.2 (Action required) above, each Chargor must ensure or assist the Security Agent with effecting the registration of particulars of this Deed at the Companies House under the Companies Act 2006 at its own expense and within 21 days after the date of this Deed.
- (b) No Obligor shall be required to effect any registration of particulars of this Deed with the UK Intellectual Property Office or other similar registration authority for intellectual property in any other jurisdiction.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates and sub-delegates to be its attorney with the full power and authority of that Chargor to, at any time (a) while an Event of Default is continuing or (b) (if that Chargor fails to comply with a written request from the Security Agent to fulfil a further assurance or perfection obligation in relation to this Deed) at any time after the earlier of (i) 10 Business Days of such written request and (ii) 5 Business Days prior to the expiry of any time limit under applicable law for completion of the relevant further assurance or perfection obligation, execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney in its absolute discretion may deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

19. MISCELLANEOUS

19.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

19.2 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

19.3 Tacking

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advance).

19.4 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19.5 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

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

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19.6 Release of Chargor's rights

If the shares in an Obligor are disposed of as a result of enforcement of this Security, then each Chargor irrevocably authorises the Security Agent (on its behalf of that Chargor and without requiring any authority or consent from the that Obligor, any Transaction Obligor or Security Agent) to release (in whole or in part) that Obligor from the liabilities and obligations (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to that Chargor under or in connection with the Finance Documents as a result of that Chargor being a guarantor or security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

19.7 Notice

Any notice or communication made or delivered by one Party to another under or in connection with this Deed shall be made in accordance with clause 33.3 (Delivery) of the Credit Agreement.

20. RELEASE

- (a) Subject to paragraph (b) below, at the end of the Security Period, the Secured Parties must, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security.
- (b) At any time on or after the request by the Company that a Chargor cease to be a Guarantor pursuant to paragraph (a) of clause 26.3 (Resignation of a Guarantor) of the Credit Agreement, that Chargor may request to release its Security Assets from this Security and the Secured Parties must, upon the acceptance by the Facility Agent of the Resignation Letter pursuant to paragraph (b) of clause 26.3 (Resignation of a Guarantor) of the Credit

Agreement, at the request and cost of that Chargor, take whatever action is necessary to release its Security Assets from this Security.

- (c) Any release in relation to any Chargor will be conditional upon no security or payment to the Security Agent by or on behalf of that Chargor and/or any other Transaction Obligor being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of general application and will in those circumstances be void.

21. CONFIDENTIALITY

Each Secured Party may disclose information in connection with this Deed in accordance with clause 38 (Confidential information) of the Credit Agreement.

22. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

23. ENFORCEMENT

23.1 Jurisdiction

- (a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, to the extent allowed by law:
 - (i) no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) the Secured Parties may take concurrent proceedings in any number of jurisdictions.

23.2 Waiver of immunity

Each Chargor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by a Secured Party against it in relation to this Deed and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name	Jurisdiction of Incorporation	Registration Number (or equivalent, if any)
Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	England	483352
Lornamead Group Limited	England	6221527
Lornamead Acquisitions Limited	England	5279065

SCHEDULE 2
SECURITY ASSETS
PART 1
REAL PROPERTY
None.

PART 2
INSURANCES

Chargor	Class	Insurance Period	Insurer(s)	Policy Number
Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Property Damage and Business Interruption	From 1 July 2018 to 30 June 2019	Allianz Global Corporate & Specialty (as lead insurer)	GBP00284518
Lornamead Group Limited				
Lornamead Acquisitions Limited				
Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Commercial General Liability (Primary Layer)	From 1 July 2018 to 30 June 2019	Chubb Insurance Hong Kong Ltd	HCP0585057/18
Lornamead Group Limited				
Lornamead Acquisitions Limited				
Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Cargo Stock Throughput (Primary Layer)	From 1 July 2017 to 30 June 2019	AXA Corporate Solutions	AHK2017/MH110
Lornamead Group Limited				
Lornamead Acquisitions Limited				
Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Directors and Officers Liability (Primary Layer)	From 1 July 2018 to 30 June 2019	Chubb Insurance Hong Kong Ltd	HCL0585205

Beauty (UK)
Limited)

Lornamead
Group Limited

Lornamead
Acquisitions
Limited

Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Employment Practice Liability (Primary Layer)	From 1 July 2018 to 30 June 2019	Chubb Insurance Hong Kong Ltd	HCL0585207
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Lornamead
Group Limited

Lornamead
Acquisitions
Limited

Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Crime (Primary Layer)	From 1 July 2018 to 30 June 2019	Chubb Insurance Hong Kong Ltd	HCL0585206
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Lornamead
Group Limited

Lornamead
Acquisitions
Limited

Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited)	Cyber (Primary Layer)	From 1 July 2018 to 30 June 2019	Berkshire Hathaway	47-AFL-004430- 01
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Lornamead
Group Limited

Lornamead
Acquisitions
Limited

PART 3

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Country	Registered Owner	Trademark	Class	Official No.	Registration Date / Application Date	Renewal Date
Australia	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	704963	Feb 11, 1998	Mar 22, 2026
Benelux	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	424477	Jul 1, 1987	Dec 3, 2026
Brazil	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	816939071	Nov 28, 1995	Nov 28, 2025
Canada	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	TMA490357	Feb 20, 1998	Feb 20, 2028
China	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	collection 2000 & Device	03	689495	May 14, 1994	May 13, 2024
China	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	9108746	Mar 14, 2014	Mar 13, 2024
Croatia	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	Ž930560	Dec 6, 1996	Mar 11, 2023
Czech Republic	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	174475	Dec 22, 1993	Sep 6, 2021

Denmark	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	collection 2000	03	VR199402504	Apr 15, 1994	Apr 15, 2024
European Union	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	002315810	Feb 27, 2003	Jul 19, 2021
European Union	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION	03	009220881	Dec 17, 2010	Jul 2, 2020
European Union	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION	03	014033518	Aug 28, 2015	May 6, 2025
European Union	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION WORK THE COLOUR	03	014039366	Sep 7, 2015	May 8, 2025
Finland	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Collection 2000	03	144229	Jul 22, 1996	Jul 22, 2026
France	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	93469389	May 19, 1993	May 19, 2023
Ireland	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	175613	Apr 4, 1996	Apr 3, 2023
Lithuania	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	41017	Dec 12, 2000	Mar 28, 2027
Malaysia	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION (stylized)	03	2012014359	Aug 23, 2012	N/A

Morocco	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	R46671	May 22, 1991	May 22, 2021
New Zealand	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	176481	Jun 25, 1996	Dec 10, 2018
Nigeria	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Collection 2000	03	64639	Dec 13, 1990	Dec 13, 2021
Portugal	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	316509	Nov 10, 1997	Nov 10, 2027
Republic of Korea	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Collection 2000	03	40229306	Dec 27, 1991	Dec 17, 2021
Republic of Korea	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	40252390	Oct 21, 1992	Oct 21, 2022
Russian Federation	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	CONSTANCE CARROLL	03	110293	Mar 12, 1993	Dec 6, 2021
Russian Federation	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	110539	Apr 8, 1993	Dec 6, 2021
Singapore	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	T9603591C	Dec 16, 1999	Apr 13, 2026
Slovakia	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	208360	Jan 12, 2005	Sep 3, 2023

South Africa	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	923367	Apr 22, 1992	Apr 22, 2022
Sweden	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	266425	Feb 2, 1996	Feb 2, 2026
Ukraine	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	56326	Nov 15, 2005	Nov 26, 2023
United Arab Emirates	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	9638	Jul 9, 1995	Jul 9, 2025
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Close to Nature & device	03	323666	Sep 29, 2017	May 22, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	ISIS	03	1326195	Jan 29, 1990	Nov 6, 2024
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	COLLECTION 2000	03	2069632	Jun 20, 1997	Apr 25, 2026
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	VOLUMAX MASCARA	03	2342999	Feb 6, 2004	Sep 10, 2023
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	MAXIFLEX	03	2356893	Feb 25, 2005	Feb 26, 2024
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	MULTIPLIER	03	2613230	Jun 8, 2012	Mar 7, 2022

United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	KILLER CURVES	03	2617735	Aug 16, 2013	Apr 17, 2022
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	MASKED BEAUTY	03	3209915	Apr 21, 2017	Jan 31, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	BACK TO BARE	03	3209917	Apr 21, 2017	Jan 31, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Love My Skin & device	03	3234474	Oct 13, 2017	May 31, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Beautiful Blends & device in series	18, 21, 24, 3, 4, 8	3241159	Oct 6, 2017	Jul 3, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Hugg & device series mark	18, 21, 24, 3, 4	3241194	Oct 13, 2017	Jul 3, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Arlo & Co device in series	16, 18, 21, 24, 3, 8	3241201	Oct 6, 2017	Jul 3, 2027
United Kingdom	MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	Fruit20 & device	03	3246594	Oct 27, 2017	Jul 27, 2027
United States of America	LONAMEAD GROUP LIMITED	LYPSYL	05	3990247	Jul 5, 2011	Jul 5, 2021
Brazil	LORNAMEAD ACQUISITIONS LIMITED	HANDSAN	03	7030738	Nov 25, 1979	Nov 25, 2019
China	LORNAMEAD ACQUISITIONS LIMITED	CRISAN (Roman & Chinese Characters)	03	163847	Oct 30, 1982	Oct 29, 2022
Cyprus	LORNAMEAD ACQUISITIONS LIMITED	HANDSAN	03	18786	Mar 19, 1980	May 3, 2028

Ecuador	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY & Device	03	I6431968	Sep 3, 1968	Sep 3, 2023
Ecuador	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY	03	I831943	Apr 28, 1943	Apr 28, 2023
El Salvador	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY	03	12399	Nov 12, 1999	Nov 12, 2019
European Union	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S	03	001005354	Apr 7, 2000	Dec 1, 2018
European Union	LORNAMEAD ACQUISITIONS LIMITED	WITCH	03, 05	001656800	Jul 12, 2001	May 15, 2020
European Union	LORNAMEAD ACQUISITIONS LIMITED	CIDAL	03, 05	002405983	Sep 25, 2006	Oct 10, 2021
European Union	LORNAMEAD ACQUISITIONS LIMITED	CITRICIDAL	01, 03, 05	002411809	Feb 27, 2003	Oct 16, 2021
European Union	LORNAMEAD ACQUISITIONS LIMITED	WITCH	03, 05, 41	006466817	Nov 27, 2008	Nov 29, 2027
European Union	LORNAMEAD ACQUISITIONS LIMITED	WITCH AND THREE LEAF DESIGN	03, 05, 41	006468441	Jan 22, 2009	Nov 29, 2027
Guyana	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY ENGLISH LAVANDER ET.	03	12942A	May 31, 1989	May 31, 2024
Hong Kong	LORNAMEAD ACQUISITIONS LIMITED	WITCH	03, 05	300275779	Aug 27, 2004	Aug 26, 2024
Hong Kong	LORNAMEAD ACQUISITIONS LIMITED	WITCH DOCTOR	03, 05	300275788	Aug 27, 2004	Aug 26, 2024
Hong Kong	LORNAMEAD ACQUISITIONS LIMITED	WITCH AND THREE LEAF DESIGN	03, 05	300275797	Aug 27, 2004	Aug 26, 2024
Iraq	LORNAMEAD ACQUISITIONS LIMITED	BRISTOW'S (LAT./ARAB.)	03	27388	Jan 1, 2004	Jan 1, 2019
Jordan	LORNAMEAD ACQUISITIONS LIMITED	BRISTOWS	03	21662	Jun 28, 1987	Feb 1, 2025
Jordan	LORNAMEAD ACQUISITIONS LIMITED	VOSENE	03	21680	Feb 1, 1984	Feb 1, 2025
Liberia	LORNAMEAD ACQUISITIONS LIMITED	VOSENE	03	14188652	Jan 13, 1988	Jan 13, 2018
Nigeria	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S	03	53619	Jul 3, 1997	Jan 30, 2026
Paraguay	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY	03	291467	Aug 9, 2006	Aug 9, 2026
Paraguay	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY	03	386133	Sep 30, 2013	Sep 30, 2023

Paraguay	LORNAMEAD ACQUISITIONS LIMITED	Y YARDLEY & Device	03	383040	Mar 24, 1993	Mar 24, 2023
Puerto Rico	LORNAMEAD ACQUISITIONS LIMITED	FREE & LOVELY device	03	B5835R	Sep 16, 1975	Sep 16, 2025
Sweden	LORNAMEAD ACQUISITIONS LIMITED	WITCH STIK	05	151605	May 30, 1975	May 30, 2025
Trinidad and Tobago	LORNAMEAD ACQUISITIONS LIMITED	YARDLEY ENGLISH LAVANDER ET.	03	18293	Jul 2, 1993	Jun 13, 2023
Turkey	LORNAMEAD ACQUISITIONS LIMITED	CRISAN	03	108075	Dec 25, 1998	Dec 25, 2018
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S COAL TAR SOAP Label (device 5)	03	1113459	Apr 30, 1979	Apr 30, 2020
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CIDAL	05	1173950	Apr 26, 1982	Apr 26, 2023
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	HAZEL STIK	05	1216334	Apr 6, 1984	Apr 6, 2025
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S	10	1448649	Mar 13, 1992	Nov 23, 2027
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CITRICIDAL	01, 03, 05	2269087	Dec 14, 2001	May 3, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CIDAL Guardian Angel	03, 05	2282304	Mar 15, 2002	Oct 4, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CIDAL Cares Like a Guardian Angel	03, 05	2282975	Mar 15, 2002	Oct 4, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	IT'S NOT MAGIC, IT'S WITCH CRAFT	03, 05	2484779	Sep 5, 2008	Apr 11, 2018
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WITCH AND THREE LEAF DESIGN	03, 05	2536282	Apr 23, 2010	Jan 14, 2020
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S COAL TAR SOAP	03	498662	Jan 4, 1929	Jan 4, 2019
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	GLOBE BRAND Device (WRIGHT'S)	05	524103	Jul 4, 1931	Jul 4, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	GLOBE BRAND Device (WRIGHT'S)	03	524104	Jul 4, 1931	Jul 4, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	SAPO CARBONIS DETERGENS Stamp (WRIGHT'S)	03, 05	524432	Jul 18, 1931	Jul 18, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	SAPO CARBONIS DETERGENS Stamp (WRIGHT'S)	10	524433	Jul 18, 1931	Jul 18, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	SAPO CARBONIS DETERGENS Stamp (WRIGHT'S)	03	524434	Jul 18, 1931	Jul 18, 2021

United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S COAL TAR SOAP Carton (device 3)	03	660749	Jul 11, 1947	Jul 11, 2026
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S	03	678700	Apr 12, 1949	Apr 12, 2018
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S	05	678701	Apr 12, 1949	Apr 12, 2018
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CIDAL	03	696364	Feb 27, 1951	Feb 27, 2020
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S	03	699014	Jun 14, 1951	Jun 14, 2020
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CIDAL	03	705545	Mar 8, 1952	Mar 8, 2021
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S COAL TAR SOAP Label (device 1)	03	7419	Jun 29, 1876	Jun 29, 2022
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	CIDAL	03	851077	Jul 2, 1963	Jul 2, 2018
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WITCH DOCTOR	03	912985	Aug 8, 1967	Aug 8, 2022
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WITCH DOCTOR	05	912986	Aug 8, 1967	Aug 8, 2022
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WRIGHT'S COAL TAR SOAP Label (device 4)	03	917178	Nov 14, 1967	Nov 14, 2022
United Kingdom	LORNAMEAD ACQUISITIONS LIMITED	WITCH STIK	05	968265	Nov 27, 1970	Nov 27, 2025
Algeria	LORNAMEAD GROUP LIMITED	RAPID WHITE	03	106216	Jan 14, 2016	N/A
Algeria	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Algeria	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Argentina	LORNAMEAD GROUP LIMITED	YARDLEY (Logo)	05	3148884	Mar 11, 2002	Mar 11, 2022
Argentina	LORNAMEAD GROUP LIMITED	YARDLEY	03	2883809	Apr 21, 2017	Apr 21, 2027
Argentina	LORNAMEAD GROUP LIMITED	YARDLEY (Logo)	03	2563093	Mar 20, 2002	Mar 20, 2022
Argentina	LORNAMEAD GROUP LIMITED	YARDLEY ENGLISH LAVENDER	03	2636826	Mar 26, 2014	Mar 26, 2024
Armenia	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018

Armenia	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Aruba	LORNAMEAD GROUP LIMITED	YARDLEY	03	30563	Nov 15, 2012	Jun 20, 2022
Australia	LORNAMEAD GROUP LIMITED	KEROMASK	03, 21	1455572	Jun 25, 2012	Oct 25, 2021
Austria	LORNAMEAD GROUP LIMITED	BRISK	03	333603	Mar 31, 1967	Mar 31, 2027
Austria	LORNAMEAD GROUP LIMITED	CD (Label)	03	396104	Jan 30, 1973	Jan 30, 2023
Austria	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Austria	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Austria	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Austria	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Austria	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Belarus	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Belarus	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Benelux	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Benelux	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Bosnia and Herzegovina	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Bosnia and Herzegovina	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Brazil	LORNAMEAD GROUP LIMITED	CD (stylized)	03	819749702	Jul 20, 1999	Jul 20, 2019
Bulgaria	LORNAMEAD GROUP LIMITED	LYPSYL	03	00042519	Jul 10, 2002	Mar 1, 2021
Bulgaria	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Bulgaria	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024

Bulgaria	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Bulgaria	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Canada	LORNAMEAD GROUP LIMITED	NATURAL WHITE EXTREME	03	TMA589410	Sep 10, 2003	Sep 10, 2018
Canada	LORNAMEAD GROUP LIMITED	LYPSYL-AID OINTMENT	05	TMA637434	Apr 14, 2005	Apr 14, 2020
Canada	LORNAMEAD GROUP LIMITED	LYPSYL MOISTURE BURST	03	TMA614429	Jul 8, 2004	Jul 8, 2019
Canada	LORNAMEAD GROUP LIMITED	LYPSYL CONDITION & PROTECT	03	TMA614886	Jul 14, 2004	Jul 14, 2019
Canada	LORNAMEAD GROUP LIMITED	3 IN 3	03	TMA628866	Dec 22, 2004	Dec 22, 2019
Canada	LORNAMEAD GROUP LIMITED	LYPSYL NATURALS	03	TMA637977	Apr 21, 2005	Apr 21, 2020
Canada	LORNAMEAD GROUP LIMITED	dSolve (stylized)	-	TMA710452	Mar 31, 2008	Mar 31, 2023
Canada	LORNAMEAD GROUP LIMITED	NATURAL WHITE (Stylized)	-	TMA718643	Jul 15, 2008	Jul 15, 2023
Canada	LORNAMEAD GROUP LIMITED	RAPID WHITE	03, 21	TMA745345	Aug 13, 2009	Aug 13, 2024
Canada	LORNAMEAD GROUP LIMITED	LYPSYL	03, 05	TMA782003	Nov 9, 2010	Nov 9, 2025
Canada	LORNAMEAD GROUP LIMITED	LYPSYL logo	-	TMA782515	Nov 16, 2010	Nov 16, 2025
Canada	LORNAMEAD GROUP LIMITED	Hexagon rectangle device	-	TMA782516	Nov 16, 2010	Nov 16, 2025
Canada	LORNAMEAD GROUP LIMITED	Hexagon circle device	-	TMA782518	Nov 16, 2010	Nov 16, 2025
Canada	LORNAMEAD GROUP LIMITED	YARDLEY LONDON ROYAL ENGLISH DAISY	03	TMA834372	Oct 15, 2012	Oct 15, 2027
Canada	LORNAMEAD GROUP LIMITED	YARDLEY	03	TMDA55460	Oct 12, 1932	Oct 12, 2022
Canada	LORNAMEAD GROUP LIMITED	YARDLEY LONDON LILY OF THE VALLEY	03	TMA886027	Sep 16, 2014	Sep 16, 2029
Canada	LORNAMEAD GROUP LIMITED	YARDLEY LONDON ENGLISH ROSE	03	TMA897905	Mar 3, 2015	Mar 3, 2030

Canada	LORNAMEAD GROUP LIMITED	YARDLEY LONDON ENGLISH LAVENDER	03	TMA886024	Sep 16, 2014	Sep 16, 2029
Canada	LORNAMEAD GROUP LIMITED	LADIES DESIGN	03	TMA111972	Oct 24, 1958	Oct 24, 2018
Canada	LORNAMEAD GROUP LIMITED	YARDLEY ORIGINAL	03	TMA184259	Jul 7, 1972	Jul 7, 2032
Canada	LORNAMEAD GROUP LIMITED	YARDLEY ENGLISH LAVENDER (& Logo)	-	TMA409942	Mar 26, 1993	Mar 26, 2023
Canada	LORNAMEAD GROUP LIMITED	Y (stylized)	-	TMA433383	Sep 16, 1994	Sep 16, 2024
Canada	LORNAMEAD GROUP LIMITED	NATURAL WHITE	03, 05	TMA459660	Jun 21, 1996	Jun 21, 2026
Canada	LORNAMEAD GROUP LIMITED	LYPSYL	-	TMDA21573	Mar 20, 1916	Mar 20, 2026
Canada	LORNAMEAD GROUP LIMITED	RAPID WHITE (Logo)	-	TMA515480	Aug 26, 1999	Aug 26, 2029
Canada	LORNAMEAD GROUP LIMITED	YARDLEY LONDON (stylized)	-	TMA543923	Apr 19, 2001	Apr 19, 2031
Canada	LORNAMEAD GROUP LIMITED	LYPSYL	03	NFLD2844	Dec 27, 1946	Dec 27, 2021
Caribbean Netherlands	LORNAMEAD GROUP LIMITED	YARDLEY	03	4402	Oct 13, 2011	Oct 13, 2021
Cayman Islands	LORNAMEAD GROUP LIMITED	YARDLEY	03, 05, 21	525787	Sep 18, 1931	Sep 18, 2021
Chile	LORNAMEAD GROUP LIMITED	Y YARDLEY (logo)	03	942673	Jun 27, 2011	Jun 27, 2021
Chile	LORNAMEAD GROUP LIMITED	YARDLEY Logo	03	1020991	Mar 28, 2013	Mar 28, 2023
Chile	LORNAMEAD GROUP LIMITED	YARDLEY ORIGINAL label	03	1066965	Jul 30, 2013	Jul 30, 2023
Chile	LORNAMEAD GROUP LIMITED	YARDLEY	03	1046335	Aug 28, 2013	Aug 28, 2023
Chile	LORNAMEAD GROUP LIMITED	YARDLEY (lavender label)	03	1110119	Apr 23, 2014	Apr 23, 2024
China	LORNAMEAD GROUP LIMITED	CRISAN	03	26008856	Aug 23, 2017	N/A
China	LORNAMEAD GROUP LIMITED	HANDSAN	03	26008857	Aug 23, 2017	N/A

China	LORNAMEAD GROUP LIMITED	LYPSYL	05	8231172	Aug 7, 2011	Aug 6, 2021
China	LORNAMEAD GROUP LIMITED	LYPSYL	03	8231173	Apr 28, 2011	Apr 27, 2021
Croatia	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Croatia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Croatia	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Croatia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Croatia	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Curacao	LORNAMEAD GROUP LIMITED	YARDLEY	03	2070	May 3, 1962	May 3, 2022
Czech Republic	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Czech Republic	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Czech Republic	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Czech Republic	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Czech Republic	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Denmark	LORNAMEAD GROUP LIMITED	LYPSYL logo	03, 05	VR200901580	Jun 4, 2009	Jun 4, 2019
Denmark	LORNAMEAD GROUP LIMITED	LYPSYL	05	VR201001607	Jun 25, 2010	Jun 25, 2020
Egypt	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Egypt	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
European Union	LORNAMEAD GROUP LIMITED	RAPIDWHITE	03	000305557	Jun 5, 2000	Jul 15, 2026
European Union	LORNAMEAD GROUP LIMITED	KEROMASK	03	000714196	Jul 28, 1999	Dec 22, 2027
European Union	LORNAMEAD GROUP LIMITED	TÉTAO	03	000806034	Jul 6, 2001	Apr 20, 2018

European Union	LORNAMEAD GROUP LIMITED	TÉ TAO (Stylized)	03	001498039	Oct 6, 2003	Feb 8, 2020
European Union	LORNAMEAD GROUP LIMITED	TRIPLE DRY BY LINDEN VOSS	03, 05	001525476	Apr 27, 2001	Feb 21, 2020
European Union	LORNAMEAD GROUP LIMITED	HARMONY	03, 05	002249290	Jul 6, 2005	Jun 8, 2021
European Union	LORNAMEAD GROUP LIMITED	CD (Logo)	03	003904265	Oct 19, 2005	Jun 25, 2024
European Union	LORNAMEAD GROUP LIMITED	HANDSAN logo	03, 05	005953609	Jul 17, 2008	May 30, 2027
European Union	LORNAMEAD GROUP LIMITED	VOSENE	03, 05	006485114	Nov 6, 2008	Dec 4, 2027
European Union	LORNAMEAD GROUP LIMITED	drop logo (black and white)	03, 05	006485148	Jan 20, 2009	Dec 4, 2027
European Union	LORNAMEAD GROUP LIMITED	HANDSAN WEIL JEDE HAND ANDERS IST LYPKISSERS	03, 05	007032204	Apr 20, 2009	Jul 2, 2018
European Union	LORNAMEAD GROUP LIMITED	LYPKISSERS	03, 05	007371214	Mar 1, 2011	Nov 5, 2018
European Union	LORNAMEAD GROUP LIMITED	HARMONY INDULGENCE	03	009454893	Mar 25, 2011	Oct 18, 2020
European Union	LORNAMEAD GROUP LIMITED	CD REINHEITSGEBOT	03, 05	009703018	Jul 5, 2011	Feb 1, 2021
European Union	LORNAMEAD GROUP LIMITED	REINHEITSGEBOT	03, 05	009703125	Jul 5, 2011	Feb 1, 2021
European Union	LORNAMEAD GROUP LIMITED	LINDEN VOSS	03, 05	009728601	Jul 14, 2011	Feb 10, 2021
European Union	LORNAMEAD GROUP LIMITED	Triple Dry Logo	03, 05	009728627	Jul 14, 2011	Feb 10, 2021
European Union	LORNAMEAD GROUP LIMITED	BRISK	03, 05	009920844	Sep 30, 2011	Apr 26, 2021
European Union	LORNAMEAD GROUP LIMITED	HARMONY	03, 05, 21	010479269	Jun 5, 2015	Dec 8, 2021
European Union	LORNAMEAD GROUP LIMITED	The Beauty Mask Company & Device	03	016514093	Jul 19, 2017	Mar 27, 2027
Finland	LORNAMEAD GROUP LIMITED	LYPSYL	03, 05	24889	Nov 23, 1951	Nov 23, 2021
Finland	LORNAMEAD GROUP LIMITED	LIPSIL	01, 02, 03, 05	32221	Feb 17, 1958	Feb 17, 2018
Finland	LORNAMEAD GROUP LIMITED	CD (Logo)	03	73676	Jun 23, 1980	Jun 23, 2020

Finland	LORNAMEAD GROUP LIMITED	LYPSYL logo	03, 05	245860	Jun 15, 2009	Jun 15, 2019
France	LORNAMEAD GROUP LIMITED	CD (Label)	03	396104	Jan 30, 1973	Jan 30, 2023
France	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
France	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
France	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
France	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
France	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Fmr. Yug. Rep. of Macedonia	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Fmr. Yug. Rep. of Macedonia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Fmr. Yug. Rep. of Macedonia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Germany	LORNAMEAD GROUP LIMITED	BRISK	03	333603	Mar 31, 1967	Mar 31, 2027
Germany	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Germany	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Germany	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Germany	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Germany	LORNAMEAD GROUP LIMITED	BRISK	03	885015	Sep 1, 1971	Aug 6, 2020
Germany	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	1030404	Mar 8, 1982	Jul 8, 2021
Germany	LORNAMEAD GROUP LIMITED	HANDSAN	03	870965	Jul 15, 1970	Apr 9, 2019
Germany	LORNAMEAD GROUP LIMITED	BRISK	03	671134	Feb 10, 1955	Apr 2, 2022
Germany	LORNAMEAD GROUP LIMITED	YARDLEY	03	607679	May 31, 1951	Feb 5, 2019

Germany	LORNAMEAD GROUP LIMITED	BRISK	03	DD601124	Nov 12, 1954	Jul 9, 2024
Germany	LORNAMEAD GROUP LIMITED	YARDLEY	03	DD615585	Apr 19, 1956	Dec 23, 2024
Germany	LORNAMEAD GROUP LIMITED	LANOSAN	03	1075171	Mar 20, 1985	Aug 23, 2020
Germany	LORNAMEAD GROUP LIMITED	HAND SAN (logo)	03	1056058	Nov 17, 1983	May 28, 2023
Germany	LORNAMEAD GROUP LIMITED	CRISAN	03	1061910	Apr 4, 1984	Jun 16, 2023
Germany	LORNAMEAD GROUP LIMITED	LANOSAN	03	1171293	Jan 23, 1991	Aug 26, 2023
Germany	LORNAMEAD GROUP LIMITED	LANOSAN	03	690678	May 14, 1956	May 22, 2024
Germany	LORNAMEAD GROUP LIMITED	Crisan	03	733491	Feb 5, 1960	Nov 30, 2027
Germany	LORNAMEAD GROUP LIMITED	YARDLEY ENGLISH LAVENDER (Logo)	03	1159230	May 22, 1990	May 13, 2019
Gibraltar	LORNAMEAD GROUP LIMITED	VOSENE	05	1993	Jan 23, 1956	Jan 23, 2025
Grenada	LORNAMEAD GROUP LIMITED	YARDLEY	03	952003	Dec 2, 2003	Jan 27, 2022
Guernsey	LORNAMEAD GROUP LIMITED	HARMONY	03	GGGT1669	Apr 1, 1954	Apr 1, 2024
Guyana	LORNAMEAD GROUP LIMITED	YARDLEY	-	5268C	Sep 18, 1931	Sep 18, 2029
Hong Kong	LORNAMEAD GROUP LIMITED	CRISAN	03	304220586	Jul 26, 2017	N/A
Hong Kong	LORNAMEAD GROUP LIMITED	HANDSAN	03	304220595	Jul 26, 2017	N/A
Hungary	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Hungary	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Hungary	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Hungary	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Hungary	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027

Hungary	LORNAMEAD GROUP LIMITED	RAPID WHITE (Logo)	03	154298	Oct 2, 1998	Aug 26, 2027
India	LORNAMEAD GROUP LIMITED	VOSENE	03	175430	May 20, 1957	Jul 24, 2025
India	LORNAMEAD GROUP LIMITED	HANDSAN	03, 05	1817236	Feb 25, 2015	May 12, 2019
India	LORNAMEAD GROUP LIMITED	HANDSAN Logo	03, 05	1817237	Jan 21, 2017	May 12, 2019
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	BRISK	03	333603	Mar 31, 1967	Mar 31, 2027
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	CD (Label)	03	396104	Jan 30, 1973	Jan 30, 2023
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	Hexagon circle device	03, 05	963870	Mar 14, 2008	Mar 14, 2018
International Bureau (WIPO)	LORNAMEAD GROUP LIMITED	Hexagon rectangle device	03, 05	963871	Mar 14, 2008	Mar 14, 2018
Ireland	LORNAMEAD GROUP LIMITED	HARMONY	03	106761	Jun 30, 1981	Jun 29, 2022
Ireland	LORNAMEAD GROUP LIMITED	HARMONY SILKEN	03	240140	Sep 26, 2008	Sep 25, 2018
Ireland	LORNAMEAD GROUP LIMITED	HERBAL SENSATIONS	03	241160	Mar 18, 2009	Mar 17, 2019
Ireland	LORNAMEAD GROUP LIMITED	HARMONY INDULGENCE (series of 2)	03	243952	May 5, 2010	May 4, 2020
Ireland	LORNAMEAD GROUP LIMITED	HARMONIE	03	42807	Jan 17, 1947	Jan 16, 2023
Italy	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018

Italy	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Italy	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Italy	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Jersey	LORNAMEAD GROUP LIMITED	BRISTOW	03	TM162	Sep 11, 1958	Feb 3, 2020
Jersey	LORNAMEAD GROUP LIMITED	HARMONY	03	TM6496	Nov 4, 1994	Apr 1, 2024
Kazakhstan	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Kazakhstan	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Kyrgyzstan	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Kyrgyzstan	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Latvia	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Lebanon	LORNAMEAD GROUP LIMITED	LYPSYL	03, 05	113043	Oct 1, 2007	Oct 1, 2022
Liechtenstein	LORNAMEAD GROUP LIMITED	HANDSAN	03	R2766	Nov 28, 1968	Nov 28, 2018
Liechtenstein	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Liechtenstein	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Lithuania	LORNAMEAD GROUP LIMITED	HANDSAN	03	6122	Dec 31, 1992	Oct 26, 2022
Lithuania	LORNAMEAD GROUP LIMITED	CRISAN	03	6124	Dec 31, 1992	Oct 26, 2022
Lithuania	LORNAMEAD GROUP LIMITED	LANOSAN	03	20989	May 5, 1995	Oct 26, 2022
Mexico	LORNAMEAD GROUP LIMITED	YARDLEY LONDON (stylised)	05	1227223	Jul 14, 2011	Dec 20, 2020
Mexico	LORNAMEAD GROUP LIMITED	Y (OVAL) logo	03	1227224	Jul 14, 2011	Dec 20, 2020
Mexico	LORNAMEAD GROUP LIMITED	YARDLEY GOLD	03	428278	Dec 23, 1992	Apr 20, 2022

Mexico	LORNAMEAD GROUP LIMITED	YARDLEY LONDON (& Logo)	03	625792	Sep 29, 1999	Aug 7, 2018
Mexico	LORNAMEAD GROUP LIMITED	YARDLEY	03	33832	Feb 24, 1934	Dec 19, 2023
Mexico	LORNAMEAD GROUP LIMITED	YARDLEY ENGLISH LAVENDER (& Logo)	03	370335	Nov 29, 1989	Jul 20, 2024
Mexico	LORNAMEAD GROUP LIMITED	YARDLEY ENGLISH LAVENDER (& Logo)	03	371948	Jan 23, 1990	Jul 20, 2024
Mexico	LORNAMEAD GROUP LIMITED	LYPSYL	05	1063627	Sep 30, 2008	Jul 27, 2027
Monaco	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Monaco	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Montenegro	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Morocco	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Morocco	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
New Zealand	LORNAMEAD GROUP LIMITED	KEROMASK	03, 21	851324	Apr 27, 2012	Oct 25, 2021
Nicaragua	LORNAMEAD GROUP LIMITED	YARDLEY	03	10959	Apr 10, 1961	Apr 9, 2021
Nigeria	LORNAMEAD GROUP LIMITED	KEROMASK	21	FTM201117563	Nov 1, 2011	Nov 1, 2018
Nigeria	LORNAMEAD GROUP LIMITED	KEROMASK	03	FTM201117564	Nov 1, 2011	N/A
Poland	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Poland	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Poland	LORNAMEAD GROUP LIMITED	HANDSAN	03	84835	Apr 25, 1995	Jun 18, 2023
Poland	LORNAMEAD GROUP LIMITED	LANOSAN	03	98838	Nov 19, 1997	Jul 13, 2023
Poland	LORNAMEAD GROUP LIMITED	CRISAN	03	56883	Jul 4, 1979	Aug 9, 2018

Portugal	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Portugal	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Portugal	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Portugal	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Republic of Korea	LORNAMEAD GROUP LIMITED	CRISAN	03	40201793483	Jul 25, 2017	N/A
Republic of Korea	LORNAMEAD GROUP LIMITED	HANDSAN	03	40201793484	Jul 25, 2017	N/A
Republic of Moldova	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Republic of Moldova	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Romania	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Romania	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Romania	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Russian Federation	LORNAMEAD GROUP LIMITED	Triple Dry Logo	03, 05	504986	Jan 27, 2014	Aug 1, 2022
Russian Federation	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Russian Federation	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Russian Federation	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Russian Federation	LORNAMEAD GROUP LIMITED	Hexagon circle device	03, 05	963870	Mar 14, 2008	Mar 14, 2018
Russian Federation	LORNAMEAD GROUP LIMITED	Hexagon rectangle device	03, 05	963871	Mar 14, 2008	Mar 14, 2018
San Marino	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
San Marino	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Serbia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022

Sint Maarten	LORNAMEAD GROUP LIMITED	YARDLEY	03	2070	May 3, 1962	May 3, 2022
Slovakia	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Slovakia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Slovakia	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Slovakia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Slovakia	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
Slovenia	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Slovenia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Slovenia	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Slovenia	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Slovenia	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027
South Africa	LORNAMEAD GROUP LIMITED	LYPSYL	05	200716604	Aug 31, 2010	Jul 26, 2027
South Africa	LORNAMEAD GROUP LIMITED	KEROMASK	03	201126892	Aug 30, 2013	Oct 25, 2021
South Africa	LORNAMEAD GROUP LIMITED	KEROMASK	21	201126893	Aug 30, 2013	Oct 25, 2021
Spain	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Spain	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Spain	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Spain	LORNAMEAD GROUP LIMITED	HARMONY	03	623541	Jan 20, 1977	Aug 28, 2020
Spain	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Spain	LORNAMEAD GROUP LIMITED	CD (Logo)	03	678113	Jul 25, 1997	Jul 25, 2027

Sweden	LORNAMEAD GROUP LIMITED	LYPSYL	03	19610	Jan 23, 1917	Jan 23, 2027
Sweden	LORNAMEAD GROUP LIMITED	HANDSAN	03	162820	Mar 31, 1978	Mar 31, 2018
Sweden	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	174058	Oct 17, 1980	Oct 17, 2020
Sweden	LORNAMEAD GROUP LIMITED	Lypsyl lip balm & Device	03, 05	400326	Jan 16, 2009	Jan 16, 2019
Sweden	LORNAMEAD GROUP LIMITED	LYPSYL	05	409159	Jan 29, 2010	Jan 29, 2020
Sweden	LORNAMEAD GROUP LIMITED	LYPSYL EXCELLENCE	03	414709	Dec 3, 2010	Dec 3, 2020
Switzerland	LORNAMEAD GROUP LIMITED	HANDSAN	03	P367633	Feb 20, 1989	Oct 31, 2018
Switzerland	LORNAMEAD GROUP LIMITED	CD (Monogram)	03, 05	470099	Jun 22, 1982	Jun 22, 2022
Switzerland	LORNAMEAD GROUP LIMITED	LANOSAN	03	490765	Dec 13, 1984	Dec 13, 2024
Switzerland	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
Tajikistan	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Tajikistan	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Thailand	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	KOR9934	Oct 16, 1992	Oct 15, 2022
Ukraine	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Ukraine	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Ukraine	LORNAMEAD GROUP LIMITED	CD (Monogram)	03	624664	Aug 19, 1994	Aug 19, 2024
United Kingdom	LORNAMEAD GROUP LIMITED	CRISAN	03	1020626	Nov 13, 1973	Nov 13, 2024
United Kingdom	LORNAMEAD GROUP LIMITED	VOSENE	03, 05	1094912	May 2, 1978	May 2, 2019
United Kingdom	LORNAMEAD GROUP LIMITED	CHRISTY CHRISTY'S (series of 2)	03	1110666	Mar 7, 1979	Mar 7, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOWS DEEP SHINE	03	1151950	Apr 4, 1981	Apr 4, 2022

United Kingdom	LORNAMEAD GROUP LIMITED	VOSENE TIMES 2	03	1153066	Apr 24, 1981	Apr 24, 2022
United Kingdom	LORNAMEAD GROUP LIMITED	CHRISTY SIMPLY PURE	03	1319827	Nov 16, 1990	Aug 26, 2018
United Kingdom	LORNAMEAD GROUP LIMITED	HARMONY (Logo) (series of 2)	03	1473707	Jan 8, 1993	Aug 17, 2018
United Kingdom	LORNAMEAD GROUP LIMITED	HARMONY (Logo)	03	1584853	Dec 8, 1995	Oct 31, 2024
United Kingdom	LORNAMEAD GROUP LIMITED	RAPIDWHITE	03	2119494	Feb 12, 1999	Dec 24, 2026
United Kingdom	LORNAMEAD GROUP LIMITED	CD (Logo)	03	2125991	Sep 12, 1997	Mar 8, 2027
United Kingdom	LORNAMEAD GROUP LIMITED	TÉ TAO TEA FOR HAIR (logo) (Series of 2)	03	2181829	Jul 23, 1999	Nov 11, 2018
United Kingdom	LORNAMEAD GROUP LIMITED	STERGENE CAPSULES	03	2183766	May 21, 1999	Nov 25, 2018
United Kingdom	LORNAMEAD GROUP LIMITED	LIGHTNING WHITE	03	2218802	May 18, 2001	Jan 5, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	CHRISTY BODY BEAUTIFUL	03	2220500	Nov 10, 2000	Jan 27, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	TÉ TAO TÉ TAO (Stylized) (Series of 2)	03	2220922	Jul 7, 2000	Feb 1, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	ZERO SUN (Device)	03	2229900	Dec 8, 2000	Apr 18, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	HARMONY PROTECTIVES	03	2231254	Oct 13, 2000	May 3, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	GOLD SPOT	03	2232306	Oct 5, 2001	May 12, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	BRILLIANT (Stylized)	03	2420807	Apr 10, 2009	May 2, 2026
United Kingdom	LORNAMEAD GROUP LIMITED	TRIPLE DRY (logo) (Series of 2)	03, 05	2439870	Jul 13, 2007	Nov 28, 2026
United Kingdom	LORNAMEAD GROUP LIMITED	KEROMASK (logo)	03	2439871	Jul 13, 2007	Nov 28, 2026
United Kingdom	LORNAMEAD GROUP LIMITED	KEROMASK	03	2439872	Jul 13, 2007	Nov 28, 2026
United Kingdom	LORNAMEAD GROUP LIMITED	HARMONY INDULGENCE	03	2545909	Aug 20, 2010	Apr 26, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	NOIR & Device	03	2563597	Mar 25, 2011	Nov 8, 2020

United Kingdom	LORNAMEAD GROUP LIMITED	CACHET	03	2563701	Mar 4, 2011	Nov 8, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	4 LIPS device (series of 2)	03	2567871	Sep 9, 2011	Dec 22, 2020
United Kingdom	LORNAMEAD GROUP LIMITED	Witch Flawless Friends logo	03, 05	2620656	Aug 17, 2012	May 11, 2022
United Kingdom	LORNAMEAD GROUP LIMITED	VOSING BROUGHT TO YOU BY VOSENE logo	03, 05	2620657	Aug 17, 2012	May 11, 2022
United Kingdom	LORNAMEAD GROUP LIMITED	INGRAM (series of 2)	03	3118152	Oct 9, 2015	Jul 16, 2025
United Kingdom	LORNAMEAD GROUP LIMITED	BRISK	03, 05	3204878	Apr 24, 2017	Jan 4, 2027
United Kingdom	LORNAMEAD GROUP LIMITED	VOSENE	03	613894	Jan 23, 1941	Jan 23, 2024
United Kingdom	LORNAMEAD GROUP LIMITED	AMPLEX	05	634144	Jan 8, 1945	Jan 8, 2018
United Kingdom	LORNAMEAD GROUP LIMITED	GOLD SPOT (Logo)	03	639420	Aug 20, 1945	Aug 20, 2018
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOW	03	686079	Feb 3, 1950	Feb 3, 2019
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOW'S	03, 05, 21	686084	Feb 3, 1950	Feb 3, 2019
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOWS	03	712350	Nov 17, 1952	Nov 17, 2021
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOWS	05	712351	Jan 17, 1952	Jan 17, 2021
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOWS	21	712352	Nov 17, 1952	Nov 17, 2021
United Kingdom	LORNAMEAD GROUP LIMITED	HARMONY	03	728672	Apr 1, 1954	Apr 1, 2023
United Kingdom	LORNAMEAD GROUP LIMITED	VOSENE	05	750142	Jan 20, 1956	Jan 20, 2025
United Kingdom	LORNAMEAD GROUP LIMITED	AMPLEX	03, 05	773753	Jan 30, 1958	Jan 30, 2027
United Kingdom	LORNAMEAD GROUP LIMITED	STERGENE	01, 03, 05	783445	Oct 31, 1958	Oct 31, 2027
United Kingdom	LORNAMEAD GROUP LIMITED	BRISTOW'S STAR SPRAY	03	784816	Dec 5, 1958	Dec 5, 2027

United States of America	LORNAMEAD GROUP LIMITED	LYPSYL	03	21085	May 10, 1892	May 10, 2022
United States of America	LORNAMEAD GROUP LIMITED	YARDLEY	03	1470317	Dec 29, 1987	Dec 29, 2017
United States of America	LORNAMEAD GROUP LIMITED	YARDLEY OF LONDON	03	1549739	Aug 1, 1989	Aug 1, 2019
United States of America	LORNAMEAD GROUP LIMITED	YARDLEY (Stylised)	03, 05	2446688	Apr 24, 2001	Apr 24, 2021
United States of America	LORNAMEAD GROUP LIMITED	YARDLEY LONDON	03	3179351	Dec 5, 2006	Dec 5, 2026
Uruguay	LORNAMEAD GROUP LIMITED	YARDLEY	03	450247	Jul 28, 1953	Jun 1, 2023
Uruguay	LORNAMEAD GROUP LIMITED	YARDLEY ENGLISH LAVANDER ET.	03	412970	Dec 12, 1989	Dec 12, 2019
Uzbekistan	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Uzbekistan	LORNAMEAD GROUP LIMITED	CRISAN	03	453173	May 20, 1980	May 20, 2020
Vietnam	LORNAMEAD GROUP LIMITED	HANDSAN	03	436446	Mar 15, 1978	Mar 15, 2018
Virgin Islands (British)	LORNAMEAD GROUP LIMITED	YARDLEY	03, 05, 21	868	Dec 8, 1990	Sep 18, 2025

PART 4

SECURITY ACCOUNT

Chargor	Account Bank	Sort code	Swift code	Account number	Account Currency	Hub	Country
MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	HSBC BANK PLC	400250	MIDLGB2110C	[Redacted] [Redacted]5238	GBP	EUROPE	UNITED KINGDOM
MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	HSBC BANK PLC	400515	MIDLGB22XXX	[Redacted] [Redacted]1786	EUR	EUROPE	UNITED KINGDOM
MEIYUME (UK) LIMITED (PREVIOUSLY KNOWN AS LF BEAUTY (UK) LIMITED)	HSBC BANK PLC	400515	MIDLGB22XXX	[Redacted] [Redacted]1998	USD	EUROPE	UNITED KINGDOM
LORNAMEAD ACQUISITIONS LIMITED	HSBC BANK PLC	400250	MIDLGB2110C	[Redacted] [Redacted]2169	GBP	EUROPE	UNITED KINGDOM
LORNAMEAD GROUP LIMITED	HSBC BANK PLC	400250	MIDLGB2110C	[Redacted] [Redacted]5714	GBP	EUROPE	UNITED KINGDOM

PART 5
ASSIGNED RELEVANT CONTRACTS

None.

PART 6
CHARGED RELEVANT CONTRACTS

None.

PART 7

MORTGAGED SHARES

Chargor	Mortgaged Company	Class of shares held	Number of shares held	Share certificate number
LORNAMEAD GROUP LIMITED	ALGRETA SOLUTIONS LIMITED	Ordinary	10,527	14
LORNAMEAD GROUP LIMITED	LORNAMEAD UK LIMITED	Ordinary	100	6
LORNAMEAD GROUP LIMITED	MEIYUME RETAIL SOLUTIONS (UK) LIMITED (PREVIOUSLY KNOWN AS IMAGINE POS UK LIMITED)	Ordinary	100	5

SCHEDULE 3

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank] (as Account Bank)

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first floating charge) in favour of [Security Agent] (including its successors, assigns and transferees, the **Security Agent**) all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the **Security Account(s)**), any amount standing to the credit of that account and the debt represented by that account.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to [any/the] Security Account requested from you by the Security Agent;
- (b) following notice from the Security Agent that the Security under the Security Agreement has become enforceable, comply with the terms of any written notice or instruction relating to [any/the] Security Account received by you from the Security Agent;
- (c) following notice from the Security Agent that the Security under the Security Agreement has become enforceable, hold all sums standing to the credit of [any/the] Security Account to the order of the Security Agent; and
- (d) following notice from the Security Agent that the Security under the Security Agreement has become enforceable, pay or release any sum standing to the credit of [any/the] Security Account in accordance with the written instructions of the Security Agent; and
- (e) following notice from the Security Agent that the Security under the Security Agreement has become enforceable, promptly notify the Security Agent if any person other than the Security Agent gives instruction to you concerning [any/the] Security Account.

Following notice from the Security Agent that the Security under the Security Agreement has become enforceable, we are not permitted to withdraw any amount from [any/the] Security Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the **Security Account[s]**), any amount standing to the credit of that account and the debt represented by that account.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in [any/the] Security Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of [any/the] Security Account; and
- (d) following notice from the Security Agent that the Security under the Security Agreement has become enforceable, will not permit any amount to be withdrawn from [any/the] Security Account without your prior written consent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)

[Account Bank]

SCHEDULE 4

FORMS OF LETTER FOR ASSIGNED RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [Security Agent] (including its successors, assigns and transferees, the **Security Agent**) all our rights in respect of [insert details of Contract] (the **Contract[s]**).

We confirm that:

- (a) we will remain liable under the Contract[s] to perform all the obligations assumed by us under the Contract[s]; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract[s].

We will also remain entitled to exercise all the rights, powers and discretions which under the terms of the Contract[s] were vested in us, and you should continue to send payments and communications under the Contract[s] to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments and communications must be sent to, the Security Agent or as it directs.

The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, [any of] the Contract[s] without its prior consent.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract[s] requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS], with a copy to ourselves.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract[s]] (the **Contract[s]**).

We confirm that we will make payments and send communications under the Contract[s] as directed in that notice.

We also confirm that we have not received notice of the interest of any third party in the Contract[s].

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

SCHEDULE 5

FORMS OF LETTER FOR RELEVANT CONTRACTS OTHER THAN ASSIGNED RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (including its successors, assigns and transferees, the **Security Agent**) all our rights in respect of [insert details of Contract[s]] (the **Contract[s]**).

We confirm that:

- (a) we will remain liable under the Contract[s] to perform all the obligations assumed by us under the Contract[s]; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract[s].

We will also remain entitled to exercise all the rights, powers and discretions which under the terms of the Contract[s] were vested in us, and you should continue to send payments and communications under the Contract[s] to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments and communications must be sent to, the Security Agent or as it directs.

The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract[s] without the prior consent of the Security Agent.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract[s] requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS], with a copy to ourselves.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that we will make payments and send communications under the Contract[s] as directed in that notice.

We also confirm that we have not received notice of the interest of any third party in the Contract[s].

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

SCHEDULE 6

FORMS OF LETTER FOR INSURANCES

PART 1

FORM OF NOTICE OF ASSIGNMENT

To: [Insurer]

Copy: [Security Agent]

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement, we have assigned in favour of [●] (including its successors, assigns and transferees, the **Security Agent**) as first priority assignee all of our rights in respect of [any contract or policy of insurance taken out with you by us or on our behalf or in which we have an interest] / [*insert details of Insurances*] (the **Contract[s] of Insurance**).

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle our liability to a third party.

We confirm that:

- (a) we will remain liable under [each/the] Contract of Insurance to perform all the obligations assumed by us under [that/the] Contract of Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any/the] Contract of Insurance.

We will also remain entitled to exercise all of our rights under [each/the] Contract of Insurance and you should continue to send communications under [each/the] Contract of Insurance to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Security Agent otherwise agrees in writing:

- (a) all amounts payable to us under [each/the] Contract of Insurance must be paid to the Security Agent; and
- (b) any of our rights in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

Please[note on the [relevant] Contract[s] of Insurance the Security Agent's interest as loss payee and the Security Agent's interest as first priority assignee of those amounts and rights and]¹ send to the Security Agent at 23/F, Bank of China Centre, Olympian City, 11 Hoi Fai Road West Kowloon, Hong Kong with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

¹ Only applicable for notice of security over Contract of Insurance relating to real property.

PART 2

To: [Security Agent]

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated _____ 2019 between Meiyume (UK) Limited (previously known as LF Beauty (UK) Limited), Lornamead Group Limited, Lornamead Acquisitions Limited and Bank of China (Hong Kong) Limited (the Security Agreement)

We confirm receipt from [●] (the **Chargor**) of a notice dated [●] of an assignment by the Chargor upon the terms of the Security Agreement of all of the Chargor's rights in respect of [any contract or policy of insurance taken out with us by it or on its behalf or in which it has an interest / *[insert details of Insurances]*] (the **Contract[s] of Insurance**).

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of the Chargor to a third party.

In consideration of your agreeing to the Chargor continuing its insurance arrangements with us, we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) confirm that we have not received notice of the interest of any third party in those amounts and rights;
- (c) [undertake to note on the relevant Contract[s] of Insurance your interest as loss payee and as first priority assignee of those amounts and rights;]²
- (d) undertake to disclose to you without any reference to or further authority from the Chargor any information relating to [any/the] Contract[s] of Insurance which you may at any time request; and
- (e) undertake to notify you of any breach by the Chargor of [any/the] Contract[s] of Insurance and to allow you or any other Secured Party (as defined in the Security Agreement) to remedy that breach.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

² Only applicable for notice of security over Contract of Insurance relating to real property.

[Insurer]

SIGNATORIES

Chargors

EXECUTED as a deed by)
MEIYUME (UK) LIMITED)
PREVIOUSLY KNOWN AS LF BEAUTY)
(UK) LIMITED)
acting by Gerard Jan Raymond)
in the presence of: [Redacted]

Witness's signature

Name: Terry Wan

Address:

[Redacted]

[Redacted]

EXECUTED as a deed by)
LORNAMEAD GROUP LIMITED)
acting by Gerard Jan Raymond)
in the presence of: [Redacted]

Witness's signature

Name: Terry Wan

Address:

[Redacted]

EXECUTED as a deed by)
LORNAMEAD ACQUISITIONS LIMITED)
acting by Gerard Jan Raymond)
in the presence of: [Redacted])

[Redacted]

Witness's signature

[Redacted]

Name: Terry Wan

[Redacted]

Address:

[Redacted]

Security Agent

BANK OF CHINA (HONG KONG) LIMITED

By: [Redacted]

[Redacted]