



Registration of a Charge

Company name: **BENCHMARK ANIMAL HEALTH GROUP LIMITED**

Company number: **07330728**



X8F8N3KO

Received for Electronic Filing: **02/10/2019**

Details of Charge

Date of creation: **19/09/2019**

Charge code: **0733 0728 0007**

Persons entitled: **NORDIC TRUSTEE AS (AS SECURITY TRUSTEE FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND AND ANY FLOATING CHARGE PROPERTY) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE TO THE DEBENTURE REGISTERED BY THIS FORM MR01 (THE "DEED OF ACCESSION TO THE DEBENTURE").**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **OLIVER TRAVERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7330728

Charge code: 0733 0728 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2019 and created by BENCHMARK ANIMAL HEALTH GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2019 .

Given at Companies House, Cardiff on 3rd October 2019

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

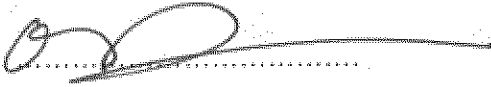


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Save for the material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me:

A handwritten signature in black ink, appearing to read 'Oliver Travers', with a long horizontal line extending to the right.

Name: OLIVER TRAVERS

Title: Solicitor

Date: 1 OCTOBER 2019

Hogan Lovells
Atlantic House, Holborn Viaduct, London EC1A 2FG

Execution version

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE IS MADE ON

19 SEPTEMBER 2019

BETWEEN:

- (1) The Companies (as set out in Schedule 2 (*The New Chargors*) to this Deed) (the "**New Chargors**" and each a "**New Chargor**");
- (2) **Benchmark Holdings PLC** (registered in England and Wales under number 04115910) (the "**Company**"); and
- (3) **Nordic Trustee AS** (the "**Security Agent**").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 21 June 2019 between (1) the Company and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 Additional Definitions: In this Deed:

"Floating Charge Property" means:

- (a) any leasehold property owned by a New Chargor which is held under a lease, the remaining terms of which is less than 25 years; and
- (b) any freehold or leasehold property with a market value of less than £250,000, up to a total aggregate maximum value of £7,500,000.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Restricted IP" means any Intellectual Property owned by or licensed to any New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect

of which consent has not yet been obtained pursuant to Clause 3.4 (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by any New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4 (*Third Party Consents*) of the Principal Deed.

"Specified Intellectual Property" means the intellectual property listed in Schedule 3 (*Specified Intellectual Property*).

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums when due and payable at the times and in the manner provided in the relevant Debt Documents following the Security Agent's written demand.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Company's agreement to the accession:** The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. SECURITY ASSIGNMENTS

3.1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of the Hedging Agreements; and
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,

save that, subject to the terms of any other Debt Document and prior to the Security constituted by this Deed becoming enforceable, all rights and remedies, any discretions or judgements, the giving of any waivers or consents and any entitlement to proceeds and claims arising under such Hedging Agreements or Insurance Policies shall be exercised by and at the sole discretion of the relevant New Chargor.

4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land and any Floating Charge Property, all other Land which is now, or in the future becomes, its property;
 - (ii) all Land, (other than, for the avoidance of doubt any Floating Charge Property) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it (in each case, other than in relation to any Floating Charge Property);
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
 - (xi) all its goodwill and uncalled capital for the time being;
 - (xii) all Specified Intellectual Property belonging to it;
 - (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including, to the extent of its interest, any

Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including, to the extent of its interest, any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all Intellectual Property (including, to the extent of its interest, any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Security Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

- 5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3. (*Security Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland.

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by way of the Debt Documents, each New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. **RIGHT OF APPROPRIATION**

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the relevant New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 above shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and such New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.
- 7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 above is commercially reasonable.

8. **APPLICATION TO THE LAND REGISTRY**

Each New Chargor:

- (a) in relation to each register of title of any present and future Land (other than any Floating Charge Property) of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:
- (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form RX1 (*application to register a restriction*) in the following terms:
"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 charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iii) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed Security*) at its own expense, immediately following its execution of this Deed.

9. **POWER OF ATTORNEY**

- 9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which that New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

- 9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

- 9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this Clause shall be recoverable from the New Chargor under clause 20 (*Costs and Expenses*) of the Intercreditor Agreement.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. The administrative details of each New Chargor are set out opposite its name in Schedule 2 (*The New Chargors*) to this Deed

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Company as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1 to Deed of Accession

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Benchmark Vaccines Limited	The leasehold land being 4 Warner Drive, Springwood Industrial Estate, Braintree	EX447860
Benchmark Vaccines Limited	The leasehold land being 10 Warner Drive, Springwood Industrial Estate, Braintree (CM7 2YW)	EX564730

The address for service of the Security Agent in the case of registered land is Kronprinsesse Märthas Plass 1, 0160 Oslo, Norway and mail@nordictrustee.com.

Schedule 2 to Deed of Accession

The New Chargors

Name of New Chargor	Registration number	Jurisdiction	Administrative details
Benchmark Animal Health Group Limited	07330728	England and Wales	Address: Benchmark House, 8 Smithy Wood Drive, Sheffield, S35 1QN Email: tony.aitken@bmkholdings.com Attention: Tony Aitken
Benchmark Animal Health Limited	08872045	England and Wales	Address: Benchmark House, 8 Smithy Wood Drive, Sheffield, S35 1QN Email: tony.aitken@bmkholdings.com Attention: Tony Aitken
Benchmark Vaccines Limited	08058891	England and Wales	Address: Benchmark House, 8 Smithy Wood Drive, Sheffield, S35 1QN Email: tony.aitken@bmkholdings.com Attention: Tony Aitken
Benchmark Genetics Limited	09115896	England and Wales	Address: Benchmark House, 8 Smithy Wood Drive, Sheffield, S35 1QN Email: tony.aitken@bmkholdings.com Attention: Tony Aitken

Schedule 3 to Deed of Accession

Specified Intellectual Property

Trademarks owned by Benchmark Genetics Limited

Case Reference	Official Number	Catchword	Case Status	Country	Property Type	Local Classes	Earliest Priority Date	Filing Date	Grant or Registration Date	Renewal Date
T405671	3191852	SALMOBRE ED	Registered	United Kingdom	Trade Mark	31, 42, 44	18/10/2016	18/10/2016	13/01/2017	18/10/2026
T405671CL	1290515	SALMOBRE ED	Registered	Chile	Trade Mark	31, 42, 44	06/06/2018	06/06/2018	15/01/2019	12/11/2028
T405672	3191872	STOFNFISK UR	Registered	United Kingdom	Trade Mark	31, 42, 44	18/10/2016	18/10/2016	13/01/2017	18/10/2026
T405672CL	1290516	STOFNFISK UR	Registered	Chile	Trade Mark	31, 42, 44	06/06/2018	06/06/2018	22/05/2019	22/05/2029
T405672NO	201661231 0	STOFNFISK UR	Registered	Norway	Trade Mark	31, 42, 44	18/10/2016	20/10/2016	23/05/2017	20/10/2026
T405674CN	22184420	SPRING GENETICS	Registered	China	Trade Mark	31	08/12/2016	08/12/2016	21/01/2018	20/01/2028
T405674CN 1	22184739	SPRING GENETICS	Registered	China	Trade Mark	42	08/12/2016	08/12/2016	21/01/2018	20/01/2028
T405674CN 2	22185173	SPRING GENETICS	Registered	China	Trade Mark	44	08/12/2016	08/12/2016	28/01/2019	27/01/2029
T405674EG	342402	SPRING GENETICS	Registered	Egypt	Trade Mark	31	31/10/2016	31/10/2016	14/04/2019	30/10/2026

T405674EG 1	342403	SPRING GENETICS	Registered	Egypt	Trade Mark	42	31/10/2016	31/10/2016	14/04/2019	30/10/2026
T405674EG 2	342404	SPRING GENETICS	Registered	Egypt	Trade Mark	44	31/10/2016	31/10/2016	14/04/2019	30/10/2026
T405674iD	D00201605 9877	SPRING GENETICS	Registered	Indonesia	Trade Mark	31, 42, 44	05/12/2016	05/12/2016	05/12/2016	05/12/2026
T405674KE	94515	SPRING GENETICS	Registered	Kenya	Trade Mark	31, 42, 44	27/10/2016	27/10/2016	27/10/2016	27/10/2026
T405898	3254838	AKVAFORSK	Registered	United Kingdom	Trade Mark	42, 44	06/09/2017	06/09/2017	02/02/2018	06/09/2027
T405898BX	1379396	AKVAFORSK	Full Registration (Madrid National)	Benelux	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898DE	1379396	AKVAFORSK	Full Registration (Madrid National)	Germany	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898ES		AKVAFORSK	Registered	Spain	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898FR	1379396	AKVAFORSK	Full Registration (Madrid National)	France	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898GR		AKVAFORSK	Registered	Greece	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898IE	1379396	AKVAFORSK	Full Registration (Madrid)	Ireland	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	

T405898IT	1379396	AKVAFORSK	Full Registration (Madrid National)	Italy	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898PT	1379396	AKVAFORSK	Full Registration (Madrid National)	Portugal	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898TR	1379396	AKVAFORSK	Full Registration (Madrid National)	Turkey	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	
T405898W O	1379396	AKVAFORSK	Registered	Madrid Protocol (TM)	Trade Mark	42, 44	06/09/2017	06/09/2017	06/09/2017	06/09/2027
T406129AU	017892536 01	SALMOPROJ ECT	Full Registration (Madrid National)	Australia	Trade Mark	31	25/04/2018	05/06/2018	05/06/2018	
T406129DK	VA2018022 60	SALMOPRO TECT	Registered	Denmark	Trade Mark	31	25/04/2018	25/10/2018	13/11/2018	13/11/2028
T406129EM	017892536	SALMOPRO TECT	Registered	European Union	Trade Mark	31	25/04/2018	25/04/2018	23/08/2018	25/04/2028
T406129IS	017892536 01	SALMOPROJ ECT	Registered	Iceland	Trade Mark	31	25/04/2018	05/06/2018	05/06/2018	
T406129W O	017892536 C1	SALMOPRO TECT	Registered	Madrid Protocol	Trade Mark	31	25/04/2018	05/06/2018	05/06/2018	05/06/2028

T406130AU	1410191	SALMOSELE CT	Full Registration (Madrid National)	(TM)	Trade Mark	31	25/04/2018	05/06/2018	05/06/2018	
T406130CL	1287389	SALMOSELE CT	Registered	Chile	Trade Mark	31	25/04/2018	03/05/2018	15/01/2019	15/01/2029
T406130DK	VA2018022 61	SALMOSELE CT	Registered	Denmark	Trade Mark	31	25/04/2018	25/10/2018	13/11/2018	13/11/2028
T406130EM	017892532	SALMOSELE CT	Registered	European Union	Trade Mark	31	25/04/2018	25/04/2018	23/08/2018	25/04/2028
T406130IS	1410191	SALMOSELE CT	Full Registration (Madrid National)	Iceland	Trade Mark	31	25/04/2018	05/06/2018	05/06/2018	
T406130W O	1410191	SALMOSELE CT	Registered	Madrid Protocol (TM)	Trade Mark	31	25/04/2018	05/06/2018	05/06/2018	05/06/2028

Patents owned by Benchmark Animal Health Limited

Patent Title	Type	Country	Application No	Priority Date	Status	Publication Number	Grant Number	Granted
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Canada	2575218	28/07/2004	Granted			09/07/2013
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	United States of America	11572719	28/07/2004	Granted			26/06/2012
Subunit Immersion Vaccines for Fish	National	China	2.01E+11	26/09/2012	Granted	104884084	ZL 2013 8 0050119.3	
Subunit Immersion Vaccines for Fish	National	Indonesia	P00201501722	26/09/2012	Granted			
Subunit Immersion Vaccines for Fish	National	Philippines	12015500612	26/09/2012	Granted			
Subunit Immersion Vaccines for Fish	National	United States of America	14431349	26/09/2012	Granted		US9623099B2	18/04/2017
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Austria	11171430.9	28/07/2004	Granted			02/09/2015
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen Sequences Thereof	National	Chile	1917/2005	28/07/2004	Granted			29/04/2011
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Cyprus	11171430.9	28/07/2004	Granted			02/09/2015
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Cyprus	11171461.4	28/07/2004	Granted			04/05/2016
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Denmark	11171430.9	28/07/2004	Granted			02/09/2015

Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Denmark	11171461.4	28/07/2004	Granted			04/05/2016
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen Sequences Thereof	Europe	European Patent Office	5770065	28/07/2004	Granted	1789554	EP1789554	
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Spain	11171430.9	28/07/2004	Granted	ES2548677		02/09/2015
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Spain	11171461.4	28/07/2004	Granted	ES2575165		04/05/2016
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Great Britain	11171430.9	28/07/2004	Granted			02/09/2015
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Great Britain	11171461.4	28/07/2004	Granted			04/05/2016
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Greece	11171430.9	28/07/2004	Granted			02/09/2015
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Greece	11171461.4	28/07/2004	Granted			04/05/2016
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Ireland	11171430.9	28/07/2004	Granted			02/09/2015
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Ireland	11171461.4	28/07/2004	Granted			04/05/2016
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Iceland	11171430.9	28/07/2004	Granted			02/09/2015

Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen	National	Iceland	11171461.4	28/07/2004	Granted		04/05/2016
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Italy	11171430.9	28/07/2004	Granted		02/09/2015
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen	National	Italy	11171461.4	28/07/2004	Granted		04/05/2016
Recombinant Vaccines Against Caligid Copepods (Sea Lice) and Antigen Sequ...	National	Norway	20071143	28/07/2004	Granted	NO342565.	18/06/2018
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Turkey	11171430.9	28/07/2004	Granted		02/09/2015
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen	National	Turkey	11171461.4	28/07/2004	Granted		04/05/2016
OSPA Lipoproteins	National	Chile	25442000	15/09/2000	Granted		07/08/2014
Method for controlling sea lice	National	Iceland	IS19900003595	07/07/1989	Granted		13/03/2003
IPN Vaccine	National	Chile	20132631	16/03/2011	Granted		20/10/2016
IPN Vaccine	Europe	European Patent Office	12725287.2	16/03/2011	Granted	2686011	30/08/2017
IPN Vaccine	National	Norway	20110650	16/03/2011	Granted		19/11/2012
IPN Vaccine	National	New Zealand	615974	16/03/2011	Granted	615974	06/01/2016
Treatment for Chitin-Containing Microorganisms	National	United States of America	US 14/574,027	18/12/2013	Granted	US20150164944 A1	
IPN Vaccine	National	Denmark	12725287.2	16/03/2011	Granted	P62903DK01	30/08/2017
IPN Vaccine	National	Finland	12725287.2	16/03/2011	Granted	2171897EPI	30/08/2017
IPN Vaccine	National	France	12725287.2	16/03/2011	Granted		30/08/2017

IPN Vaccine	National	Germany	12725287.2	16/03/2011	Granted	DE60 2012 036 605.2	2686011	30/08/2017
IPN Vaccine	National	Italy	12725287.2	16/03/2011	Granted	502017000128429	2686011	30/08/2017
IPN Vaccine	National	Norway	12725287.2	16/03/2011	Granted	AR224262657	2686011	30/08/2017
IPN Vaccine	National	Portugal	12725287.2	16/03/2011	Granted	20171000074403	2686011	30/08/2017
IPN Vaccine	National	Turkey	12725287.2	16/03/2011	Granted		2686011	30/08/2017
IPN Vaccine	National	Spain	12725287.2	16/03/2011	Granted	300253653	2686011	30/08/2017
IPN Vaccine	National	Ireland	12725287.2	16/03/2011	Granted		2686011	30/08/2017
IPN Vaccine	National	Great Britain	12725287.2	16/03/2011	Granted		2686011	30/08/2017
Recombinant Vaccines Against Copepods (Sea Lice) and Antigen Sequences Thereof	National	Great Britain	5770065	28/07/2004	Granted		EP1789554B	02/09/2015

Trademarks

Trademarks owned by Benchmark Animal Health Limited

Case Reference	Official Number	Catchword	Case Status	Country	Property Type	Local Classes	Earliest Priority Date	Filing Date	Grant or Registration Date	Renewal Date
T405528CO	SD20160038954	ENTERIG EN	Registered	Colombia	Trade Mark	05	21/04/2016	20/10/2016	26/04/2017	26/04/2027
T405528EC1	201682985	ENTERIG EN	Registered	Ecuador	Trade Mark	31	21/04/2016	20/10/2016	03/04/2017	03/04/2027
T405528MX1	1811335	ENTERIG EN	Registered	Mexico	Trade Mark	31	21/04/2016	21/10/2016	17/03/2017	21/10/2026
T405528SA	1438005340	ENTERIG EN	Registered	Saudi Arabia	Trade Mark	05	21/04/2016	08/12/2016	30/03/2017	09/07/2026
T405528SA1	1438005342	ENTERIG EN	Registered	Saudi Arabia	Trade Mark	31	21/04/2016	08/12/2016	30/03/2017	09/07/2026
T405528TR	201683703	ENTERIG EN	Registered	Turkey	Trade Mark	05, 31	21/04/2016	20/10/2016	10/03/2017	20/10/2026
T405697EM	016123135	MARIMA RK	Registered	European Union	Trade Mark	05	02/12/2016	02/12/2016	21/03/2017	02/12/2026
T405697TR	201728708	MARIMA RK	Registered	Turkey	Trade Mark	05	02/12/2016	30/03/2017	10/08/2017	30/03/2027
T405697WO	1449278	MARIMA RK	Registered	Madrid Protocol (TM)	Trade Mark	05		11/01/2019	11/01/2019	11/01/2029
T405731	3220335	CleanTreat	Registered	United Kingdom	Trade Mark	11, 40	22/03/2017	22/03/2017	28/07/2017	22/03/2027
T405731AU	1882630	CLEANTREAT	Full Registration (Madrid National)	Australia	Trade Mark	11, 40	22/03/2017	09/09/2017	26/10/2017	
T405731CL	1266292	CLEANTREAT	Registered	Chile	Trade Mark	11, 40	22/03/2017	06/09/2017	30/07/2018	30/07/2028
T405731DK	VA201701998	CLEANTREAT	Registered	Denmark	Trade Mark	11, 40	22/03/2017	11/09/2017	27/02/2018	27/02/2028

T405731IS	1371664	CLEANT REAT	Full Registrati on (Madrid National)	Iceland	Trade Mark	11, 40	22/03/2017	09/09/20 17	26/10/2017	
T405731WO	1371664	CLEANT REAT	Registere d	Madrid Protocol (TM)	Trade Mark	11, 40	22/03/2017	09/09/20 17	26/10/2017	09/09/2027
T405989CL	1273926	PURISAN	Registere d	Chile	Trade Mark	05	01/12/2017	01/12/20 17	02/05/2018	02/05/2028
T406335	3366393	SALMOM ARK	Registere d	United Kingdom	Trade Mark	05	11/01/2019	11/01/20 19	29/03/2019	11/01/2029

Execution page to Deed of Accession

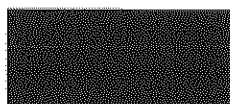
EXECUTION

THE NEW CHARGORS

Executed as a)
Deed by **Benchmark Animal Health**)
Group Limited acting by a director:)

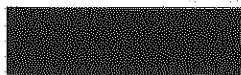
in the presence of:

Signature of Director:



MARK
PLAMPIN

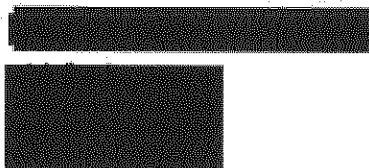
Signature of witness:



Name of witness (in BLOCK
CAPITALS):

ANTHONY ATKEN

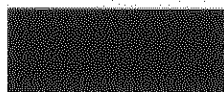
Address of witness:



Executed as a)
Deed by **Benchmark Animal Health**)
Limited acting by a director)

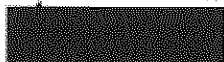
in the presence of:

Signature of Director:



MARK PLAMPIN

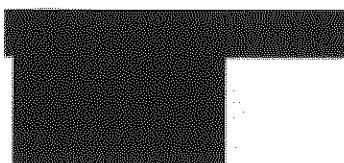
Signature of witness:



Name of witness:

ANTHONY ATKEN

Address of witness (in BLOCK
CAPITALS):



Executed as a)
Deed by **Benchmark Vaccines**)
Limited acting by a director:)

in the presence of:

Signature of Director:

MARK PLAMPIN

Signature of witness:

Name of witness (in BLOCK
CAPITALS):

ANTHONY AITKEN

Address of witness:

Executed as a)
Deed by **Benchmark Genetics**)
Limited acting by a director:)

in the presence of:

Signature of Director:

MARK PLAMPIN

Signature of witness:

Name of witness (in BLOCK
CAPITALS):

ANTHONY AITKEN

Address of witness:

THE COMPANY

Executed as a

Deed by **Benchmark Holdings plc** acting by)
a director:)

in the presence of:)

Signature of Director:

[Redacted Signature]

MARK PUMPHIN

Signature of witness:

[Redacted Signature]

Name of witness (in BLOCK CAPITALS):

ANTHONY ATKIN

Address of witness:

[Redacted Address]

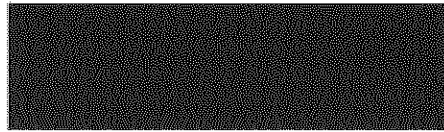
THE SECURITY AGENT

Executed as a deed by **Nordic Trustee AS**, a company incorporated in *Norway*, acting by Lars Erik Lærum who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Nordic Trustee AS

Signature of authorised signatory



Authorised Signatory

Lars Erik Lærum

