In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Laserform

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online. Please go to www companieshouse gov uk

2327466/104

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

SATURDAY

A418BK23
A06 14/02/2015 #170
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record **Do not send the original.**

1 Company details

For official use 3

Company number	0 7 4 7 4 4 1 3
Company name in full	POPPY BIDCO LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 0 d 6 m 0 m 2 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	BARCLAYS BANK PLC
	(as Security Agent for the Beneficiaries)
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All current and future Land (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or where lessor's consent to charge has been obtained) and Intellectual Property owned by the Company, in each case as specified (and defined) in the deed of accession and charge for new chargors registered by this Form MR01 (the "Deed") For more details please refer to the Deed

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[✓] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

[✓] **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

[✓] **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

[✓] **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Hogan Lovells International LLP X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name F3/MILLSCHR/TRANLIEN

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format Please visit the forms page on the website at www companieshouse.gov uk

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7474413

Charge code: 0747 4413 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2015 and created by POPPY BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2015.

Given at Companies House, Cardiff on 21st February 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EXECUTION VERSION

Deed of Accession and Charge for New Chargors

This Deed of Accession and Charge (this "Deed") is made on 6 February 2015
Between

(A) **THE COMPANIES LISTED IN SCHEDULE 1** (registered in England and Wales (together the **"New Chargors"** and each a **"New Chargor"**),

(B) **DRESS HOLDCO C LIMITED** (registered in England and Wales under number 09380036) (the **"Parent"**), and

(C) **BARCLAYS BANK PLC** (the **"Security Agent"**)

Whereas

(A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 16 January 2015 between (1) the Dress Holdco C Limited and certain of its subsidiaries 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 and phrases 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

"Excluded Land" means

(a) any leasehold property with less than 25 years remaining on the applicable lease as at, and at any time after, the date of this Deed and is not held under a Rack-rental Lease, or

(b) any freehold or leasehold Land that has a market value of less than £1,000,000

"Floating Charge Property" means any leasehold interests owned by a Chargor which that Chargor is prohibited or restricted under the terms of the lease from charging or for which third party or landlord consent is required and has not yet been obtained in accordance with Clause 3 7(a) (*Lessor's consent*) of the Principal Deed

"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, domain names, 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 (other than any Excluded Land)

(a) freehold and leasehold, and any other estate in, land,

(b) (outside England and Wales) immovable property, and

Save for 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
.....
Name CHRISTOPHER MILLS
Title Solicitor
Hogan Lovells
Date 12/02/2015

Hogan Lovells International LLP (Ref: _____)
Atlantic House, Holborn Viaduct, London EC1A 2FG

(c) all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"**Specified Intellectual Property**" means the Intellectual Property listed in Schedule 4 (*Specified Intellectual Property*)

2 ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2 1 Accession

Each New Chargor agrees to be bound by the terms of the Principal Deed and to perform all their obligations (whether as Chargor or otherwise) under 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, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents

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 Parent's agreement to the accession

The Parent (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 ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent (as trustee for the Beneficiaries)

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

(b) to the extent applicable, all its rights, title and interest from time to time in respect of the Hedging Agreements

4 FIXED SECURITY

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

(a) by way of legal mortgage all Land in England and Wales now vested in it registered at the Land Registry, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*),

(b) by way of fixed charge

(i) all other Land which is now, or in the future becomes, its property (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by virtue of obtaining lessor's consent pursuant to Clause 3 7(a) of the Principal Deed ceased to be a Floating Charge Property),

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or such leasehold interest has by virtue of obtaining lessor's consent pursuant to Clause 3 7(a) of the Principal Deed ceased to be a Floating Charge Property),

(iii) 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,

(iv) 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,

(v) all Specified Investments which are now its property, including all proceeds of sale derived from them,

(vi) 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,

(vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,

(viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,

(ix) 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,

(x) all its goodwill and uncalled capital for the time being,

(xi) all Specified Intellectual Property belonging to it,

(xii) all other Intellectual Property presently belonging to it, including its interest in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained),

(xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained),

(xiv) 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 to the extent that they are able to be charged under this Clause,

(xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world to the extent that they are able to be charged under this Clause,

(xvi) 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)(ix) to (xiv) inclusive of this Clause,

(xvii) all trade debts now or in the future owing to it,

(xviii) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

(xix) 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 (*Assignments*) of this Deed;

(xx) any beneficial interest, claim or entitlement it has in any pension fund now or in the future,

(xxi) 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

(xxii) 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 to the extent that they are able to be charged under this Clause

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 (*Assignments*) of this Deed or charged by any fixed charge contained in Clause 4 (*Fixed Security*) of this Deed, 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 (if any)

5 2 The parties agree (without limitation to the general nature of the New Chargors' accession to the Principal Deed contained in Clause 2 (*Accession By The New Chargors To The Principal Deed*) 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 expressly permitted by the Facilities Agreement, the New Chargors 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, by notice in writing to the New Chargors 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 this Clause 7 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 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 New Chargors for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each 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 the method of valuing Financial Collateral under Clause 7 3 of this Deed 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 of that 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 AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,

(iii) 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

(iv) 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*) of this Deed 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 (whether or not a Receiver or administrator has been appointed) 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 to

(a) do anything which such New Chargor is obliged to do (but has not done within 5 Business Days of being notified in writing 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) following a Declared Default that is continuing, 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**

The New Chargors ratify and confirm 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 Chargors under Clause 20 (*Costs and expenses*) of the Facilities 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 34 (*Notices*) of the Principal Deed The New Chargors' addresses for service are set out in Schedule 3 (*Notice Details*)

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 dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of any Finance Document 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 the New Chargors

(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 the New Chargors and the Parent 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

The New Chargors

New Chargor	Company Number
Poppy Holdco Limited	7474419
Poppy Finco Limited	7479464
Poppy Bidco Limited	7474413
Cameron Topco Limited	7211380
Cameron Bidco Limited	7134125
Phase Eight (Fashion & Designs) Limited	1735454
Phase Eight (UAE) Limited	08260882
Phase Eight (SE Asia) Ltd	08645675

SCHEDULE 2

Registered land to be mortgaged

None at the date of this Deed

Note· Incorporate here full details of all Land to be mortgaged under Clause 4 (*Fixed Security*) and which is registered at the Land Registry (this may include leases with at least 25 years left to run and other unregistered land which becomes the subject of first registration at the Land Registry on execution of the Deed of Accession). Any title numbers must be set out here.

SCHEDULE 3

Notice Details

New Chargors	Address for service of notice
Poppy Holdco Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Poppy Finco Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Poppy Bidco Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Cameron Topco Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Cameron Bidco Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Phase Eight (Fashion & Designs) Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Phase Eight (UAE) Limited	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH
Phase Eight (SE Asia) Ltd	FAO Ben Barnett c/o Phase Eight (Fashion & Designs) Ltd 90 Peterborough Road Fulham London SW6 3HH

SCHEDULE 4

Specified Intellectual Property

Part A Trade Marks

	Trade Mark	Country	Filing Date	Registration Date	Application/ Registration No	Classes	Expiry Date	Proprietor
1	COLLECTION 8 logo	Australia	07/11/2013	07/11/2013	1207025	25	07/11/2023	Phase Eight (Fashion & Designs) Limited
2	PHASE EIGHT	Australia	26/09/2013	26/09/2013	1197445	35	26/09/2023	Phase Eight (Fashion & Designs) Limited
3	PHASE EIGHT	Australia	19/03/2013	19/03/2014	1547118	14, 18, 25 and 35	19/03/2023	Phase Eight (Fashion & Designs) Limited
4	PHASE EIGHT (Stylised)	Australia	21/03/2013	31/03/2013	1547732	14, 18, 25 and 35	21/03/2023	Phase Eight (Fashion & Designs) Limited
5	COLLECTION 8 logo	Chile	16/09/2014	15/01/2015	1123551	25		Phase Eight (Fashion & Designs) Limited
6	PHASE EIGHT	China	07/04/2005	07/05/2011	4588079	25	06/05/2021	Phase Eight (Fashion & Designs) Limited
7	PHASE EIGHT	China	07/04/2005	21/10/2008	4588078	35	20/10/2018	Phase Eight (Fashion & Designs) Limited
8	PHASE EIGHT	China	15/04/2005	07/08/2008	4605275	14	06/08/2018	Phase Eight (Fashion & Designs) Limited
9	PATSY SEDDON	European Community	08/10/1997	14/04/1999	000645150	25	08/10/2017	Phase Eight (Fashion & Designs) Limited
10	PATSY SEDDON	European Community	19/09/2013	12/02/2014	012153763	14 18 25 and 35	30/09/2023	Phase Eight (Fashion & Designs) Limited
11	PHASE EIGHT	European Community	08/10/1997	07/06/1999	000645283	25	08/10/2017	Phase Eight (Fashion & Designs) Limited

	Trade Mark	Country	Filing Date	Registration Date	Application/ Registration No.	Classes	Expiry Date	Proprietor
12	PHASE EIGHT	European Community	31/03/2003	17/03/2005	003116332	14, 18, 25 and 35	31/03/2023	Phase Eight (Fashion & Designs) Limited
13	COLLECTION 8 logo (Series of 2)	Hong Kong	08/11/2013	08/11/2013	302795563	25	07/11/2023	Phase Eight (Fashion & Designs) Limited
14	PHASE EIGHT	Hong Kong	24/09/2013	24/09/2013	302745630	14, 18 25 and 35	24/09/2023	Phase Eight (Fashion & Designs) Limited
15	COLLECTION 8 logo	International Trade Mark	07/11/2013	07/11/2013	1207025	14, 18 and 25	07/11/2023	Phase Eight (Fashion & Designs) Limited
16	PHASE EIGHT	International Trade Mark	26/09/2013	26/09/2013	1197445	9, 14, 18, 24, 25 26 and 35	26/09/2023	Phase Eight (Fashion & Designs) Limited
17	PHASE EIGHT	International Trade Mark	07/03/2008	07/03/2008	959978	14, 18, 25 and 35	07/03/2018	Phase Eight (Fashion & Designs) Limited
18	COLLECTION 8 logo	New Zealand	07/11/2013	07/11/2013	1207025	25	07/11/2023	Phase Eight (Fashion & Designs) Limited
19	PHASE EIGHT	New Zealand	26/09/2013	26/09/2013	1197445	14, 18, 25 and 35	26/09/2023	Phase Eight (Fashion & Designs) Limited
20	PHASE EIGHT	Norway	26/09/2013	26/09/2013	1197445	14, 18, 25 and 35	26/09/2023	Phase Eight (Fashion & Designs) Limited
21	PHASE EIGHT	Saudi Arabia	26/04/2003	27/09/2005	82587 / 804/36	35	26/08/2022	Phase Eight (Fashion & Designs) Limited
22	PHASE EIGHT	Saudi Arabia	26/04/2003	27/06/2004	82586 / 734/71	25	26/08/2022	Phase Eight (Fashion & Designs) Limited
23	PHASE EIGHT	Saudi Arabia	26/04/2003	24/05/2004	82585 / 729/34	18	26/08/2022	Phase Eight (Fashion & Designs) Limited
24	PHASE EIGHT	Saudi Arabia	26/04/2003	27/06/2004	82584 / 734/70	14	26/08/2022	Phase Eight (Fashion & Designs) Limited

	Trade Mark	Country	Filing Date	Registration Date	Application/ Registration No	Classes	Expiry Date	Proprietor
25	PHASE EIGHT	South Africa	03/04/2003	03/04/2003	2003/05551	14	03/04/2023	Phase Eight (Fashion & Designs) Limited
26	PHASE EIGHT	South Africa	03/04/2003	03/04/2003	2003/05552	18	03/04/2023	Phase Eight (Fashion & Designs) Limited
27	PHASE EIGHT	South Africa	03/04/2003	03/04/2003	2003/05553	25	03/04/2023	Phase Eight (Fashion & Designs) Limited
28	PHASE EIGHT	South Africa	03/04/2003	03/04/2003	2003/05554	35	03/04/2023	Phase Eight (Fashion & Designs) Limited
29	PHASE EIGHT	Switzerland	08/11/2011	08/11/2011	959978	14, 18, 25 and 35	07/03/2018	Phase Eight (Fashion & Designs) Limited
30	PHASE EIGHT	United Arab Emirates	30/08/2003	30/08/2003	55227 / 45936	14	30/08/2023	Phase Eight (Fashion & Designs) Limited
31	PHASE EIGHT	United Arab Emirates	30/08/2003	30/08/2003	55228 / 48143	18	30/08/2023	Phase Eight (Fashion & Designs) Limited
32	PHASE EIGHT	United Arab Emirates	30/08/2003	30/08/2003	55229 / 80677	25	30/08/2023	Phase Eight (Fashion & Designs) Limited
33	PHASE EIGHT	United Arab Emirates	30/08/2003	30/08/2003	55230 / 48142	35	30/08/2023	Phase Eight (Fashion & Designs) Limited
34	COLLECTION 8 logo (Series of 2)	United Kingdom	08/08/2013	08/08/2013	3017242	14, 18 and 25	08/08/2023	Phase Eight (Fashion & Designs) Limited
35	PATSY SEDDON / Patsy Seddon (Series of 2)	United Kingdom	11/01/1996	11/01/1996	2050854	25	11/01/2016	Phase Eight (Fashion & Designs) Limited
36	PHASE EIGHT	United Kingdom	19/09/2013	19/09/2013	3022737	09, 14 18, 24, 25, 26 and 35	19/09/2023	Phase Eight (Fashion & Designs) Limited
37	PHASE EIGHT	United Kingdom	29/03/2003	29/03/2003	2328055	14, 18, 25 and 35	29/03/2023	Phase Eight (Fashion & Designs) Limited

	Trade Mark	Country	Filing Date	Registration Date	Application / Registration No	Classes	Expiry Date	Proprietor
38	PHASE EIGHT / Phase Ei8ht (Series of 2)	United Kingdom	11/01/1996	11/01/1996	2050856	25	11/01/2016	Phase Eight (Fashion & Designs) Limited
39	STUDIO EIGHT / STUDIO 8 (Series of 2)	United Kingdom	11/07/2014	11/07/2014	3063875	25 and 35	11/07/2024	Phase Eight (Fashion & Designs) Limited
40	Studio8 London	United Kingdom	30/07/2014	05/12/2014	3066456	25 and 35	30/07/2024	Phase Eight (Fashion & Designs) Limited
41	S8	United Kingdom	30/07/2014	05/12/2014	3066460	25 and 35	30/07/2024	Phase Eight (Fashion & Designs) Limited
42	PHASE EIGHT	United States of America	07/03/2008	07/03/2008	959978	14 18, 25 and 35	07/03/2018	Phase Eight (Fashion & Designs) Limited
43	COLLECTION 8 logo	United States of America	07/11/2013	07/11/2013	1207025	25	07/11/2023	Phase Eight (Fashion & Designs) Limited

Part B Domain Names

	Domain Name	Renewal Date	Owner	Contact Name
1	p8competitions.com	09/02/2019	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
2	phase-8 co uk	07/25/2019	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
3	phase-eight co	10/21/2016	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
4	phase-eight com	01/15/2019	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
5	phase-eight fr	04/17/2015	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
6	phase-eight info	10/22/2016	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
7.	phase-eight net	10/22/2016	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
8	phase-eight org	10/22/2016	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
9	phase-eight se	04/17/2015	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
10	studio-eight.com	06/26/2019	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
11	studio-eight net	07/11/2015	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
12	studio8-london.com	07/02/2019	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
13	studio8london com	07/02/2019	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
14	studio-eight co uk	03/28/2018	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
15	bridebyphaseeight co uk	24/05/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
16	bridebyphaseeight com	24/05/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
17	collection-eight co uk	30/05/2017	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
18	collection-eight com	27/06/2017	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
19	phase-8-fashion co uk	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
20	phase-8-fashion com	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
21	phase-eight-clothing co uk	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
22	phase-eight-clothing com	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
23	phase-eight-fashion co uk	25/10/2017	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
24	phase-eight-fashion com	25/10/2017	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
25	phase-eight at	18/04/2015	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
26	phase-eight de	11/04/2015	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
27	phase8fashion co uk	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
28	phase8fashion com	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
29	phaseeightclothing com	04/09/2018	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
30	phaseeightfashion co uk	25/10/2017	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
31	phaseeightfashion com	25/10/2017	Phase Eight (Fashion & Designs) Ltd	Simon Strecker
32	phase-eight ch	30/04/2015	Phase Eight (Fashion & Designs) Ltd	Chris Tinsley
33	phase-eight co uk	11/04/2016	Phase Eight (Fashion & Designs) Ltd	Guy Tambling

Execution

The New Chargor

Executed as a Deed by Poppy Holdco Limited (pursuant to a resolution of its Board of Directors) acting by

Director [redacted]

In the presence of

Signature of witness [redacted]

Name of witness Witnessed by ANNIE HUNT

Address of witness [redacted]

Occupation of witness

The New Chargor

Executed as a Deed by Poppy Finco Limited (pursuant to a resolution of its Board of Directors) acting by

Director [redacted]

In the presence of

Signature of witness [redacted]

Witnessed by ANNIE HUNT

Name of witness [redacted]

Address of witness

Occupation of witness

The New Chargor

Executed as a Deed by Poppy Bidco Limited (pursuant to a resolution of its Board of Directors) acting by

[redacted]

Director

In the presence of

Signature of witness [redacted]

Name of witness Witnessed by. ANNIE HUNT

Address of witness [redacted]

Occupation of witness

The New Chargor

Executed as a Deed by Cameron Topco Limited (pursuant to a resolution of its Board of Directors) acting by

[redacted]

Director

In the presence of

Signature of witness [redacted]

Name of witness Witnessed by... ANNIE HUNT

Address of witness [redacted]

Occupation of witness

The New Chargor

Executed as a Deed by Cameron Bidco Limited (pursuant to a resolution of its) Board of Directors) acting by

[redacted]

Director

In the presence of

Signature of witness

Witnessed by Annie Hunt

Name of witness

Address of witness

[redacted]

Occupation of witness

The New Chargor

Executed as a Deed by Phase Eight (Fashion & Designs) Limited (pursuant to a resolution of its Board of Directors) acting by

[redacted]

Director

In the presence of

Signature of witness

Witnessed by Annie Hunt

Name of witness

Address of witness

[redacted]

Occupation of witness

The New Chargor

Executed as a Deed by Phase Eight (UAE) Limited (pursuant to a resolution of) its Board of Directors) acting by

[redacted]

Director

In the presence of

Signature of witness

Witnessed by ANNIE HUNT

Name of witness

Address of witness

[redacted]

Occupation of witness

The New Chargor

Executed as a Deed by Phase Eight (SE) Asia) Ltd (pursuant to a resolution of its Board of Directors) acting by

[redacted]

Director

In the presence of

Signature of witness

Witnessed by ANNIE HUNT

Name of witness

Address of witness

[redacted]

Occupation of witness

The Parent

Executed as a Deed by Dress Holdco C Limited (pursuant to a resolution of its Board of Directors) acting by

Director [redacted]

In the presence of

Signature of witness [redacted]

Name of witness Witnessed by..ANNIE HUNT.

Address of witness

Occupation of witness [redacted]

The Security Agent
Signed by)
for and on behalf of)
BARCLAYS BANK PLC)

Authorised Signatory CHRIS WALTON

Address details.