



Registration of a Charge

Company Name: **LOSTMY.NAME LTD**

Company Number: **08305498**



Received for filing in Electronic Format on the: **26/07/2021**

XA9IRPQG

Details of Charge

Date of creation: **22/07/2021**

Charge code: **0830 5498 0003**

Persons entitled: **SANTANDER BANK PLC AS SECURITY AGENT**

Brief description: **THE REGISTERED TRADE MARK 'LOST MY NAME' WITH REGISTERED TRADE MARK NUMBER 13655287. PLEASE SEE THE CHARGE INSTRUMENT AT SCHEDULE 2 PART 5 FOR FURTHER DETAILS.**

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: **WE 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 ORIGINAL INSTRUMENT.**

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8305498

Charge code: 0830 5498 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2021 and created by LOSTMY.NAME LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2021 .

Given at Companies House, Cardiff on 27th July 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**

Dated this 26 July 2021

Signed

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**Accession Deed****This Accession Deed** is made on

22 July

2021

Between:

(1) The companies set out in Schedule 1 (*New Chargors*) hereto (each a "**New Chargor**" and together the "**New Chargors**"); and

(2) **Santander UK plc** as agent and trustee for the Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by, amongst others, Aardvark Midco 2 Limited and the other Chargors referred to therein in favour of the Security Agent on 7 July 2021 (the "**Debenture**").

This Accession Deed witnesses as follows:**1 Definitions and interpretation**

1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause ~~Error! Reference source not found.~~ 1.2 **OC LLP** (*Construction*) of the Debenture shall apply to this Accession Deed.

1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Accession Shares" means:

- (a) the shares described in Part 2 (*Shares*) of Schedule 2 (*Security Assets*) to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Assigned Contract" means each contract specified in Part 3 (*Assigned Contracts*) of Schedule 2 (*Security Assets*) to this Accession Deed.

"Charged Accounts" means:

- (a) the accounts listed in Part 4 (*Bank Accounts*) of Schedule 2 (*Security Assets*); and
- (b) all a New Chargor's present and future accounts with any bank or other person, all monies standing to the credit of each such account and all Related Rights in respect of any such account;

2 Confirmation

2.1 Each New Chargor confirms it has read and understood the content of the Debenture.

2.2 Each New Chargor makes the representations and warranties as set out in clause 6 (*Representations and warranties*) of the Debenture in respect of its Security Assets by reference to the facts and circumstances then existing on the date of this Accession Deed.

3 Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargors.

4 Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:
- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of Schedule 2 (*Security Assets*) to this Accession Deed;
 - (b) charges by way of first fixed charge the following assets (if any) from time to time owned by it or in which it has an interest:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Charged Accounts;
 - (vii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (viii) all Intellectual Property Rights described in Part 5 (*Intellectual Property Rights*) of Schedule 2 (*Security Assets*);
 - (i) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (ix) its goodwill and uncalled capital;
 - (x) any Charged Agreements; and
 - (xi) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
 - (c) assigns by way of security with full title guarantee to the Security Agent its right, title and interest in:
 - (i) all Insurances and Insurance Proceeds; and
 - (ii) any Assigned Contract.
 - (d) charges by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c) ~~Error! Reference source not found.~~(c)
- 4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to **"this Deed"** in the Debenture shall include reference to this Accession Deed.

OC LLP

6 **Governing Law**

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

In witness this Accession Deed is executed by each New Chargor as a deed and duly executed by the Security Agent and has been delivered on the date appearing at the head of page 1 by each New Chargor.

Schedule 1

New Chargors

Name	Registered Address	Company Number
Lostmy.Name Ltd	30-36 Pritchards Road, London, England, E2 9AP	08305498
Wonderbly Productions Ltd	30-36 Pritchards Road, London, England, E2 9AP	12562579

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Lostmy.Name Ltd		Silicon Valley Bank
Lostmy.Name Ltd		Barclays Bank plc
Lostmy.Name Ltd		Barclays Bank plc

Part 5


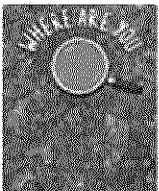
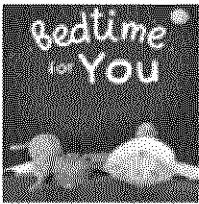
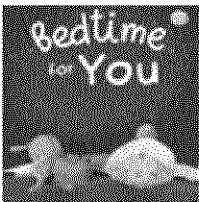
Intellectual Property Rights


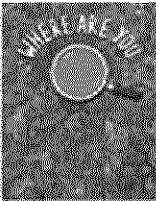
Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
Lostmy.Name Ltd	13655287	Austria, Belgium, Benelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom	Trade Mark	LOST MY NAME
Lostmy.Name Ltd	16435265	European Union	Trade Mark	WONDERBBLY
Lostmy.Name Ltd	1282651	Australia, China, International Protocol (Madrid), United States	Trade Mark	LOST MY NAME
Lostmy.Name Ltd	1322312	Australia, China, International Protocol (Madrid), United States	Trade Mark	THE INCREDIBLE INTERGALACTIC JOURNEY HOME
Lostmy.Name Ltd	1310853	Australia, China, Japan, Republic of Korea, International	Trade Mark	THE LITTLE BOY WHO LOST HIS NAME

		Protocol (Madrid), United States		
Lostmy.Name Ltd	1310854	Australia, China, Japan, Republic of Korea, International Protocol (Madrid), United States	Trade Mark	THE LITTLE GIRL WHO LOST HER NAME
Lostmy.Name Ltd	15361405	Austria, Belgium, Benelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom	Trade Mark	THE INCREDIBLE INTERGALACTIC JOURNEY HOME
Lostmy.Name Ltd	15195274	Austria, Belgium, Benelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom	Trade Mark	THE LITTLE BOY WHO LOST HIS NAME

Lostmy.Name Ltd	15195324	Austria, Belgium, Benelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European Union, Finland, France, , Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom	Trade Mark	THE LITTLE GIRL WHO LOST HER NAME
Lostmy.Name Ltd	TMA996308	Canada	Trade Mark	LOST MY NAME
Lostmy.Name Ltd	TMA1051556	Canada	Trade Mark	THE INCREDIBLE INTERGALACTIC JOURNEY HOME
Lostmy.Name Ltd	TMA1093314	Canada	Trade Mark	THE LITTLE BOY WHO LOST HIS NAME
Lostmy.Name Ltd	TMA1093315	Canada	Trade Mark	THE LITTLE GIRL WHO LOST HER NAME
Lostmy.Name Ltd	TX 7-903-600	United States	Copyright	LOST MY NAME, THE LITTLE BOY WHO LOST HIS NAME, THE LITTLE GIRL WHO LOST HER NAME
Lostmy.Name Ltd	UK00916435265	United Kingdom	Trade Mark	WONDERBLY
Lostmy.Name Ltd	UK00913655287	United Kingdom	Trade Mark	LOST MY NAME
Lostmy.Name Ltd	UK00915195274	United Kingdom	Trade Mark	THE LITTLE BOY WHO LOST HIS NAME

Lostmy.Name Ltd	UK00915195324	United Kingdom	Trade Mark	THE LITTLE GIRL WHO LOST HER NAME
Lostmy.Name Ltd	UK00915361405	United Kingdom	Trade Mark	THE INCREDIBLE INTERGALACTIC JOURNEY HOME
Lostmy.Name Ltd	3548549	United Kingdom	Trade Mark	THE WONDROUS ROAD AHEAD
Lostmy.Name Ltd	3548824	United Kingdom	Trade Mark	STEPPING STONE FARM
Lostmy.Name Ltd	3548829	United Kingdom	Trade Mark	CALVIN FINITY
Lostmy.Name Ltd	3548837	United Kingdom	Trade Mark	WHERE ARE YOU? CALVIN FINITY
Lostmy.Name Ltd	Pending	United States	Trade Mark	WONDERBLY
Lostmy.Name Ltd	Pending	[International Protocol (Madrid)] Australia Canada EU US	Trade Mark	THE WONDROUS ROAD AHEAD
Lostmy.Name Ltd	Pending	[International Protocol (Madrid)] Australia Canada EU US	Trade Mark	CALVIN FINITY
Lostmy.Name Ltd	Pending	[International Protocol (Madrid)] Australia Canada	Trade Mark	WHERE ARE YOU? CALVIN FINITY

		EU US		
Lostmy.Name Ltd	Pending	US	Trade Mark	I LOVE YOU THIS MUCH
Lostmy.Name Ltd	Pending	US	Trade Mark	WHERE ARE YOU?
Lostmy.Name Ltd	Pending	US	Trade Mark	BEDTIME FOR YOU
Patents				
Chargor	Patent number	Jurisdiction	Description	
Designs				
Chargor	Design number	Jurisdiction	Description	
Lostmy.Name Ltd	3548522	United Kingdom		
Lostmy.Name Ltd	3548531	United Kingdom		
Lostmy.Name Ltd	3548538	United Kingdom		
Lostmy.Name Ltd	Pending	[International Protocol (Madrid)] Australia Canada EU US		

Lostmy.Name Ltd	Pending	[International Protocol (Madrid)] Australia Canada EU US	
Lostmy.Name Ltd	Pending	[International Protocol (Madrid)] Australia Canada EU US	

The New Chargors

Executed as a deed by

LOSTMY.NAME LTD
acting by a director
in the presence of:

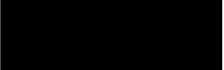
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Director

Signature of witness:



Name: Sheira Neumann

Address: 

Occupation: yoga teacher

Notice details

Address: 30-36 Pritchard Road, London E2 9AP
Attention: Assaf Sharabi & Rebecca Howell
Email: asi@wonderbly.com & rebeccah@wonderbly.com

Executed as a deed by

WONDERBLY PRODUCTIONS LTD

acting by a director
in the presence of:



WONDERBLY PRODUCTIONS LTD

Director

Signature of witness:


WONDERBLY PRODUCTIONS LTD

Name: Sheira Neumann

Address:



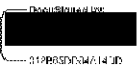
Occupation: yoga teacher

Notice details

Address: 30-36 Pritchard Road, London E2 9AP
Attention: Assaf Sharabi & Rebecca Howell
Email: asi@wonderbly.com & rebeccah@wonderbly.com

Security Agent

Signed by Neil Patel)
authorised signatory)
for and on behalf of)
SANTANDER UK PLC)



Notice Details

Address: Santander House, 100 Ludgate Hill, London, EC4M 7RE
Attention: Corporate Banking Legal