

M

CHFP041

Please complete
in typescript, or
in bold black
capitals

LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

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

For official use

LLP Number

OC314073

8

Full Name of Limited
Liability Partnership

Ingenious Games LLP (the "Chargor")

Date of creation
of the charge

5 April 2006

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

Deed of Charge and Security Assignment (the "Charge")

Amount secured by the
mortgage or charge

See attached Schedule, Part I

Signed

Osborne Clarke

Date

13 April 2006

On behalf of ~~LLP~~ [mortgagee/chargee] (delete as appropriate)

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

Ref: YAZ

Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol

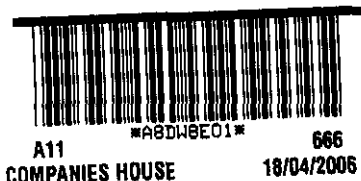
BS1 6EG

Tel 0117 9173778

E-mail

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff



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

Codemasters Software Company Limited (the "Chargee")
Lower Farmhouse, Stoney Thorpe, Southam
Warwickshire
CV47 2DL

Short particulars of all the
property mortgaged
or charged

See attached Schedule, Part II

Particulars as to
commission allowance
or discount (*note 3*)

Nil

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

**As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001*

Ingenious Games LLP (Company Number: OC314073)

Schedule to Form LLPM395

Part I – Amount secured by the mortgage of charge

Under the Charge, the Chargor covenanted (i) to perform and discharge when due all its obligations under the Commissioning and Publishing Agreement, (ii) to pay to the Chargee and discharge when due the Debt and (iii) to perform and discharge when due all its obligations under Clause 2 of the Charge (the "**Secured Obligations**").

The Chargor irrevocably and unconditionally agreed to indemnify the Chargee in full on demand against all losses, costs and expenses suffered or incurred by the Chargee arising from or in connection with any failure by the Corporate Member to perform and discharge on demand all its liabilities and other obligations to the Chargee which are owing or at any time shall become owing by it to the Chargee pursuant to the Loan Agreement.

Under the Charge, the Chargor agreed to indemnify fully and hold harmless the Chargee and any Receiver from and against all actions, claims, proceedings, expenses, demands and liabilities against or incurred by either or both of them, or against or by any person for whose act or omission either or both of them may be liable, resulting from any breach or non-observance by the Chargor of any of the provisions of the Charge or any failure to perform the Secured Obligations or any payment in respect of the provisions of the Charge or in respect of the Secured Obligations being set aside or declared void for any reason.

The Chargor shall pay or reimburse to the Chargee or the Receiver (as the case may be), on demand all costs, charges and expenses incurred and all other money paid by the Chargee or any Receiver in the exercise by either of them of its or his rights, powers and discretions under the Charge, the administration, protection and the enforcement of the Security and the performance of the Secured Obligations or any other sum due from the Chargor to the Chargee or any Receiver, including all remuneration and expenses payable to the Chargee or Receiver, and all stamp and other duties and taxes (if any) to which the Charge or any other document executed in connection with the Charge may be subject.

Part II – Short particulars of all the property mortgaged or charged

1. Under the Charge, by way of security for the performance and discharge of the Secured Obligations, the Chargor:
 - (a) assigned to the Chargee with full title guarantee, all its right, title and interest (both present and future, vested and contingent, statutory and otherwise) in and to:
 - (i) the Intellectual Property Rights throughout the world (and in the case of copyright, where relevant, by way of present assignment of future copyright) in and to the Game, which shall include without limitation, the Intellectual Property Rights in and to:
 - (A) the Software;
 - (B) all Versions of the Game;

- (C) all Localised Versions;
 - (D) the Gold Master;
 - (E) all Conversions;
 - (F) all Add-Ons; and
 - (G) any Sequel;
- (ii) all rights to distribute, lease, license, sell, exhibit, or otherwise deal with the Game, the underlying material and all ancillary rights in the Game by all methods and means and in all media throughout the universe;
 - (iii) all literary, property and ancillary rights (including all publishing, commercial tie-up, spin-off, sponsorship, merchandising, and sequel rights) of every kind and nature in the Game;
 - (iv) all the Chargor's rights, interests in and to (i) the Relevant Agreements and all other agreements entered into or to be entered into by the Chargor in relation to the Game and the benefit of all income or moneys payable to the Chargor in respect thereof, including, without limitation, for the avoidance of doubt, the charge and deed of assignment granted by DSC to the Chargor and (ii) solely insofar as they relate to the Corporate Member's entitlement to Borrower's Distributable Receipts in respect of the Game as set forth in the Payment Deed, the Members' Agreement and the Operator's Agreement;
 - (v) all present and future policies of insurance in respect of the Game;
 - (vi) all contracts and contract rights, agreements for personal services, book debts and personal property of the Chargor insofar as they relate to the Game and/or to any literary, property or ancillary rights (including all publishing, commercial tie-up, spin-off, sponsorship and merchandising rights) therein;
 - (vii) the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Game or any part of the Game, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Game and/or any of the elements of the Game including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights;

(viii) all other rights and tangible and intangible properties created or acquired by or to be created or acquired by the Chargor in connection with the Game; and

(ix) all income and derived from any and all of the foregoing,

BUT EXCLUDING the benefit of the Commissioning and Publishing Agreement including any and all amounts payable to the Chargor thereunder save to the extent it relates to Borrower's Distributable Receipts except where the enforcement of the Charge results from a Default (as defined in Clause 16.1 of the Commissioning and Publishing Agreement) by the Chargor unless such Default results directly or indirectly from any default, act or omission of the Chargee or the DSC under any of the Relevant Agreements;

(b) with full title guarantee charged in favour of the Chargee, by way of first fixed charge all of its right, title and interest (both present and future, vested and contingent, statutory and otherwise), in:

(i) all Software Products;

(ii) the Manuals;

(iii) all soundtrack elements relating to the Game including master magnetic tracks, optical soundtrack recordings and music cue sheets and all other sound recordings, sketches, graphics or designs made in the course of the development of the Game or pursuant to any right acquired or to be acquired in connection with, or arising from, that development;

(iv) all material, whether in tangible or intangible form, incorporating or reproducing the Game, any music, musical compositions and/or sound recordings or other works produced in connection with the Game, or any part or element of any of them;

(v) all rights and properties (including, without limitation, physical properties) created or acquired or to be created or acquired by the Chargor in connection with the Game;

(vi) all sums from time to time standing to the credit of the Chargor in any account established for the Game;

(vii) (insofar as not effectively assigned pursuant to Clause 3.1(a) of the Charge) those assets referred to in Clause 3.1(a) of the Charge ; and

(viii) the revenues from book debts owed to the Chargor in respect of, and all income and proceeds of, any or all of the above,

BUT EXCLUDING the benefit of the Commissioning and Publishing Agreement including any and all amounts payable to the Chargor thereunder save to the extent it relates to Borrower's Distributable Receipts except where the enforcement of the Charge results from a Default (as defined in Clause 16.1 of the Commissioning and Publishing Agreement) by the Chargor unless such

Default results directly or indirectly from any default, act or omission of the Chargee or the DSC under any of the Relevant Agreements;

to hold the same unto the Chargee absolutely, throughout the universe, for the full period during which such rights subsist throughout the world in the same wherever subsisting or acquired, and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity;

- (c) with full title guarantee charges in favour of the Chargee by way of first floating charge all the undertaking, property and assets whatsoever belonging now or at any time in the future to the Chargor in relation to the Game, including those assets described in paragraphs 1(a) and 1(b) above, to the extent that the same are for any reason not validly charged or assigned pursuant thereto, and the Chargor agrees not to part with, sell or dispose of any such assets, in whole or in part (except to the Chargee or (without prejudice to this Security) otherwise on arm's length terms in the ordinary course of its trade and for the purposes of carrying on the same).
2. Under the Charge, the Chargee may at any time, by notice in writing to the Chargor, convert the floating charge created by the Chargor into a fixed charge in relation to the assets specified in such notice. Upon the occurrence of any Event of Default the floating charge created under the Charge will (in addition to the circumstances in which the same will occur under the general law) immediately and automatically, without any requirement for notice by the Chargee, convert into a fixed charge over all the assets of the Chargor which are the subject of the floating charge. The floating charge created under the Charge is a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
3. The Security is a continuing security and shall remain in force notwithstanding any intermediate payment, discharge or settlement of account in whole or in part or any other act, omission, matter or thing whatsoever, and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, Encumbrance or other right or remedy held by or available to the Chargee (the Additional Credit Support), and shall not be in any way prejudiced or affected by:
- (a) the existence or terms of any Additional Credit Support;
 - (b) the invalidity, in whole or in part, of any Additional Credit Support;
 - (c) the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any Additional Credit Support;
 - (d) any other right that the Chargee may have; or
 - (e) any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the Charge (whether or not known to it), including any time or waiver granted to, any composition or arrangement with or any release of any person, any failure to observe any formality or other requirement in respect of any instrument or to realise the full value of any security, any amendment of any document or security, any insufficiency or change in the status, power or authority of any person or the

unenforceability, illegality, invalidity or non-provability of any document or security.

Under the Charge, the Chargor gave the following covenants and undertakings:

4. The Chargor shall, at any reasonable time when required by the Chargee (whether before or after the Security has become enforceable), promptly, and in any event within 5 days, execute all such mortgages, charges, transfers, assignments, assurances, deeds, documents, notices and communications and do all such acts and things in such form and otherwise as the Chargee may require for perfecting or maintaining the security intended to be hereby constituted, for further charging the Security Assets in order to secure the Secured Obligations, for converting any floating charge forming part of the Charge into a fixed charge, for protecting the Chargee's interest in the Security Assets or for effecting or facilitating the exercise by the Chargee of the powers, authorities and discretions conferred on it or any Receiver by the Charge or any statute, and shall from time to time when so required by the Chargee during the Security Period produce to or deposit with the Chargee all deeds and documents of title (to the extent the Chargor is in possession of the same) relating to the Security Assets or any of them.
5. The Chargor has undertaken with the Chargee that, until the expiry of the Security Period, it will not without the prior written consent of the Chargee create or permit to arise or subsist over all or any part of the Collateral any Encumbrance other than the Permitted Security. Without prejudice to the foregoing the Chargor further covenanted with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon its right, title and interests in and to the Members' Agreement and/or the Operator's Agreement to the extent that they relate to receipts which constitute Borrower's Distributable Receipts in relation to the Game save for the Permitted Security.
6. The Chargor irrevocably and by way of security has appointed (within the meaning of Section 4 of the Powers of Attorney Act 1971) the Chargee and also appointed any Receiver jointly and severally to be its attorney and in its name and on its behalf and as its act and deed to sign, execute and do all acts, things and documents that the Chargor is obliged or that the Chargee or a Receiver is empowered to execute or do under the Charge and the Chargor agrees on the request of the Chargee to ratify and confirm all such acts, things and documents signed, executed or done in pursuance of this power.

Definitions

"Add-On" means a computer software product which may be purchased by an end-user for use with the Game (i.e. requires the Software Products in order to play) which product contains additional game levels to complement these game levels originally designed for the Game and/or some additional features to complement those features originally designed for the Game;

"Borrowers Distributable Receipts" shall have the meaning given to it in the Loan Agreement;

"Collateral" means the property, assets and interests (whether present or future) charged or assigned or to be charged or assigned or each or any of them or part thereof under the Charge in favour of the Chargee and all other property and assets which at any time are or are required to be assigned or charged in favour of the Chargee under the Charge;

"Commissioning and Publishing Agreement" means a commissioning and publishing agreement dated on or about the date of the Charge between the Chargee and the Partnership;

"Conversion" means computer software embodying the Game which is designed and developed by, or for, the Chargor to operate on a Hardware System which is other than the Target Machines;

"Corporate Member" means Ingenious Games Limited;

"Corporate Member Charge" shall have the meaning given to it in the Commissioning and Publishing Agreement;

"Corporate Member Security Agreement" shall have the meaning given to it in the Commissioning and Publishing Agreement;

"Debt" means the Charge in favour of the Chargee as security for repayment by the Chargor of the Loan together with interest thereon and all other sums from time to time due and payable to Chargee under the Loan Agreement and the Charge;

"DSC" means Sensible Limited;

"Encumbrance" means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title, option or other security interest or any other agreement or arrangement having a substantially similar effect to any of the foregoing;

"Event of Default" means an event or state of affairs described in Clause 10.1 of the Charge;

"Game" means the video game products to be designed and developed by the Partnership pursuant to the terms and conditions of the Commissioning and Publishing Agreement and presently entitled "The Heist";

"Gold Master" means the final, completed Game or Software Product on a DVD-ROM approved by the Chargee (according to the procedures set out in the Development Services Agreement) and, where applicable, the relevant Platform Licensor, which is ready for mastering by manufacturer;

"Gross Receipts" has the meaning given to it in the Recoupment Schedule;

"Hardware Systems" refers to the machine, device or manner by which computer software may be delivered (whether now known or hereafter devised), including without limitation the Target Machines, PC Machines, Console Video Game Machines, video arcade machines and conversion kits, Portable Machines or Internet Access Machines;

"Intellectual Property Rights" means any patents, know-how, registered and unregistered trade marks and service marks (including any trade, brand or business names), domain names,

registered designs, design rights, utility models, copyright (including all such rights in computer software, information, know-how and techniques in whatever form held and any databases) and topography rights (in each case for the full period thereof and all extensions and renewals thereof) and any other intellectual property rights of any description whatsoever which are now assigned to or licensed to the Chargor or which have been acquired or created by the Chargor prior to the date of this Deed or are acquired by or created by or assigned to or licensed to the Chargor at any time during the subsistence of this Security, including any applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country;

"Loan" means the Loan Agreement and, in addition, such other amounts as may be payable under the terms of the Loan Agreement as defined in the Charge;

"Localised Versions" has the same meaning ascribed to the term in the Development Services Agreement;

"Manual" means complete user control instructions including complete computer installation and operating instructions on how to play the Game including information on troubleshooting;

"Members' Agreement" means the agreement entered into between the Chargor, Ingenious Media Investments Limited and the Partnership;

"Notice of Assignment" shall have the same meaning as in the Loan Agreement;

"Operator's Agreement" means the agreement entered into between Ingenious Media Investments Limited and the Chargor relating to the operation of the Partnership;

"Partnership" means Ingenious Games LLP;

"Permitted Security" shall mean the security created by the Security Agreements (as defined in the Loan Agreement) pursuant to which the Chargor grants any security over any of its assets;

"Payment Deed" shall have the meaning given to it in the Loan Agreement;

"Receipts" shall have the meaning given to it in the Loan Agreement;

"Receiver" means a receiver appointed pursuant to the provisions of the Charge or pursuant to any applicable law and such expression shall include, without limitation, a receiver, a manager or an administrator;

"Relevant Agreements" means the Charge, the Payment Deed, the Loan Agreement, the Security Agreements, the Commissioning and Publishing Agreement, the Development Services Agreement and the Notice of Assignment;

"Secured Obligations" means as defined in Part I of this Schedule;

"Security" means the Encumbrances constituted or evidenced by the Charge;

"Security Period" means the period beginning on the date of the Charge and ending on the date on which the Chargee (acting reasonably) is satisfied that all of the Secured Obligations have been finally, unconditionally and irrevocably paid, performed and discharged in full;

"Sequel(s)" means new and additional games comprising Software which are designed and developed by, or for, the Chargor and which are (i) based upon the Game; and (ii) which use one or more of the characters from the Game in a story, scenario or game design which is substantially different from the story, scenario or game design of the Game regardless of whether such story, scenario or game design precedes (as in a "prequel") or follows the chronology of events in the Game. The term "Sequel" does not include computer software which is a Conversion of the Game or which constitutes an Add-On to the Game which is produced after the initial release of the Game, nor shall it include any Game which is based on the same genre, idea, theme or style;

"Software" means the computer software embodying the Game in object code form; and

"Software Products" means Software Devices (as defined in the Development Agreement) embodying the Software.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC314073

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE AND SECURITY ASSIGNMENT DATED THE 5th APRIL 2006 AND CREATED BY INGENIOUS GAMES LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO CODEMASTERS SOFTWARE COMPANY LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 18th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th APRIL 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —