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CHFP041

Please do not
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Please complete
legibly, preferably
in black type, or
bold block
lettering

* insert full name
of company

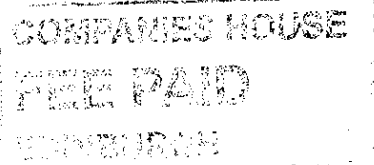
COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or
charge

Pursuant to section 410 of the Companies Act 1985



For official use Company number



SC285031

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

*EWM (IP)LIMITED incorporated in Scotland with registered office at
Waverley Mills, Langholm, Dumfriesshire, DG13 0EB (the "Chargor")

Date of creation of the charge (note 1)

7 September 2005

Description of the instrument (if any) creating or evidencing the charge (note 1)

Fixed and Floating Security Document("the Charge")

Amount secured by the charge

All present and future moneys, debts and liabilities due, owing or
incurred by it to any Secured Party under or in connection with any
Secured Document (in each case, whether alone or jointly, or jointly and
severally, with any other person, whether actually or contingently and
whether as principal, surety or otherwise.) (the "Liabilities")

Please see Apart 1 for definitions.

Names and addresses of the persons entitled to the charge

Barclays Bank PLC of 1 Churchill Place, London, E14 5HP as security
trustee for the Secured Parties (the "Security Trustee")

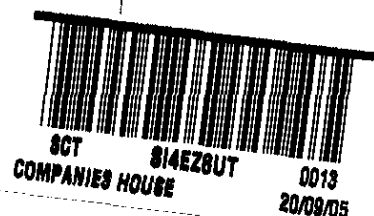
Presentor's name, address, telephone
number and reference (if any):

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

For official use (10/03)

Charges Section

Post room



Short particulars of all the property charged

Please see Apart 2.

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legibly, preferably
in black type, or
bold block
lettering

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Please see Apart 3.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil.

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed Dan Allen CS UP

Date 20 September 2005

On behalf of ~~[company]~~ [chargee][†]

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP-4 Edinburgh 2

† delete as
appropriate

This is Paper Apart 1 applicable to the foregoing Form 410 relative to a Fixed and Floating Security Document (the Charge) granted by EWM (IP) Limited in favour of Barclays Bank PLC dated 7 September 2005.

Definitions and Interpretation

Accession Letter means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

Administrator means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent means Barclays Bank PLC as agent of the other Finance Parties.

Arranger means Barclays Capital as mandated lead arranger.

Ancillary Facility means any overdraft, guarantee, letter of credit and/or other ancillary facilities of up to (in aggregate) £10,000,000 made available by the Ancillary Lender.

Ancillary Facility Debt means all present and future moneys, debts and liabilities due, owing or incurred by any Chargor to any Ancillary Lender under or in connection with any Ancillary Facility Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).

Ancillary Facility Document means any document setting out the terms of an Ancillary Facility.

Ancillary Lender means Barclays Bank PLC.

Assigned Contracts means the contracts and documents listed in Schedule 2 of the Charge (as set out in Part I of Paper Apart 4 hereto).

Bank Accounts of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

Book Debts of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

Borrower means an Original Borrower or an Additional Borrower, unless it has ceased to be a Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

Charged Assets means the assets from time to time subject, or expressed to be subject, to the charges of any part of those assets.

Charges means all or any of the Security created or expressed to be created by or pursuant to the Charge.

Chargor means EWM (IP) Limited and any other person who has granted a Charge and any references to **the Chargor** in the Charge are construed to mean EWM (IP) Limited.

Company means The Edinburgh Woollen Mill (Group) Limited, registration number 4542352.

Currency of Account means the currency in which the relevant indebtedness is denominated or, if different, is payable.

Debenture means the Charge dated 25 February 2005 between the Edinburgh Woollen Mill (Group) Limited, EWM (Group) Limited, EWM Holdings Limited, The Edinburgh Woollen Mill Limited, The Gibson Group (Scotland) Limited, The Heather Mills Company Limited, Mackinnon of Scotland Limited, EWM (Financial Services) Limited and the Security Trustee.

Delegate means a delegate or sub-delegate appointed under clause 18.2 (*Delegation*) of the Charge.

Enforcement Event means:

- (a) an event of default or early termination event (howsoever described in each of the Finance Documents and /or the Hedging Documents); and
- (b) any demand by the Ancillary Lender for repayment of outstandings under an Ancillary Facility and/or requirement for the provision of cash cover in respect of any contingent liabilities of the Ancillary Lender under an Ancillary Facility where repayment is not made and/or cash cover is not provided within 7 days of such demand.

English Property means a Property listed in Schedule 11 (*Properties*) of the Facility Agreement that is situated in England and Wales.

Excluded Contract Right means any contract right in which the Chargor has an interest pursuant to any licence or other agreement the terms of which preclude absolutely the Chargor from assigning or creating any charge over its interest in such contract or require the consent of any third party prior to the making of such assignment or the creation of such charge until the relevant consent shall have been obtained.

Excluded Intellectual Property Rights means any Intellectual Property Right in which the Chargor has an interest pursuant to any licence or other agreement the terms of which preclude absolutely the Chargor from assigning or creating any charge over its interest in such Intellectual Property or require the consent of any third party prior to the making of such assignment or the creation of such charge until the relevant consent shall have been obtained.

Excluded Leasehold Property means any leasehold property held by the Chargor under a lease the terms of which preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge until the relevant consent shall have been obtained.

Facility Agreement means the facility agreement dated 25 February 2005 between, *inter alia*, The Edinburgh Woollen Mill (Group) Limited as borrower and guarantor, Barclays Capital as Arranger, the Lenders named in that agreement and Barclays Bank PLC as Agent and as Security Trustee, to which the Chargor has acceded as an Additional Borrower and Additional Guarantor.

Finance Document means:

- (a) the Facility Agreement;
- (b) the Mandate Letter;
- (c) any Accession Letter;
- (d) any Resignation Letter
- (e) any Security Document
- (f) the Hedging Letter
- (g) a Transfer Certificate; and
- (h) any other document designated as such by the Agent and the Company.

Finance Party means the Agent, the Security Trustee, the Arranger or a Lender.

Fixtures means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus excluding, in the case of leasehold property, landlord's fixtures (but including other trade fixtures) and excluding, in the case of freehold property and leasehold property which is sub-let to a third party, tenant's and trade fixtures and fittings of such third party.

Group means the Company and its Subsidiaries for the time being.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

Hedging Bank means a Lender (or an Affiliate of a Lender) in its capacity as a party under the Hedging Documents and which is a party to the Facility Agreement or which has acceded to the Facility Agreement pursuant to Clause 24.7 (*Accession of Hedging Banks*) of that Agreement.

Hedging Debt means all present and future moneys, debts and liabilities due, owing or incurred by any Chargor to any Hedging Bank under or in connection with any Hedging Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).

Hedging Document means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter.

Hedging Letter means a letter dated on or about the date of the Facility Agreement between the Arranger and the Company setting out the hedging strategy agreed in relation to the Facility.

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Insolvency Act means the Insolvency Act 1986.

Insurances of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in

the future has interest, which definition shall include, for the avoidance of doubt, the Keyman Policies.

Intellectual Property of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest but excluding Excluded Intellectual Property Rights (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

Investments of the Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, opinions or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

Keyman Policies means the life assurance policies incorporating death and critical illness cover on terms satisfactory to the Agent for each of Philip Day, Alec Whitaker and David Houston.

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

Liabilities of the Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Party under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

LPA means the Law of Property Act 1925.

Mandate Letter means the letter dated 15 February 2005 between the Company, the Arranger and Barclays Bank PLC as underwriter relating to, amongst other things, the

primary syndication of the Facility and sets out the fees referred to in Clauses 11.2 (*Arrangement fee*) and 11.3 (*Agency and Security Trustee fee*) of the Facility Agreement.

Obligor means a Borrower or a Guarantor.

Original Borrowers the Company and the Subsidiaries of the Company listed in Part I of Schedule 1 of the Facility Agreement as original borrowers.

Original Guarantors the Company and the Subsidiaries of the Company listed in Part I of Schedule 1 of the Facility Agreement as original guarantors.

Original Lenders means the Financial Institutions listed in Part II of Schedule 1 of the Facility Agreement as lenders.

Party means a party to the Facility Agreement.

Property means an English Property or a Scottish Property.

Real Property means freehold and leasehold property in England and Wales and other real property anywhere in the world but excluding Excluded Leasehold Property (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

Receiver means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

Resignation Letter means a document substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facility Agreement.

Scottish Property means a Property listed in Schedule 11 (*Properties*) of the Facility Agreement that is situated in Scotland.

Secured Documents means the Finance Documents, the Hedging Documents and the Ancillary Facility Documents.

Secured Parties means the Finance Parties the Ancillary Lender and any Hedging Bank.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Document means:

- (a) the Debenture;
- (b) any Standard Security; and
- (c) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

Senior Debt means all present and future moneys, debts and liabilities due, owing or incurred by any Chargor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, whether as principal, surety or otherwise) but excluding any Hedging Debt.

Standard Security means a standard security entered into or to be entered into by an Obligor in favour of the Security Trustee in respect of a Scottish Property.

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, for the purpose of Clause 20 (*Financial covenants*) of the Facility Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Agent and the Company.

This is Paper Apart 2 applicable to the foregoing Form 410 relative to the Fixed and Floating Security Document (the Charge) granted by EWM (IP) Limited in favour of Barclays Bank PLC dated 7 September 2005.

1. Fixed Charges

1.1 Property Charged

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties):

- (a) by way of first legal mortgage, all Real Property now belonging to it;
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- (c) by way of first fixed charge, all its present and future:
 - i. Book Debts;
 - ii. Bank Accounts;
 - iii. Investments
 - iv. uncalled capital and goodwill;
 - v. Intellectual Property (including that described in Schedule 3 (Intellectual Property) of the Charge, as set out in Part II of Paper Apart 4 hereto);
 - vi. plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3.1 of the Charge, as set out in this paragraph 1.1(a) and (b) above) excluding any of the same for the time being forming part of the Chargor's stock in trade or work in progress.
 - vii. (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Charge, as set out at paragraph 1.2 below) the Insurances (including the Keyman Policies) and all related proceeds, claims of any kind, returns of premium and other benefits;
 - viii. (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Charge, as set out at paragraph 1.2 below) all rights under the Hedging Documents, excluding for the purposes of paragraph (viii) of the Charge (as set out in this paragraph viii) any Excluded Contract Right; and
 - ix. (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Charge, as set out at paragraph 1.2 below) all rights under the Assigned Contracts, excluding for the purposes of paragraph (ix) of the Charge (as set out in this paragraph ix) any Excluded Contract Right.

1.2 Assignments

The Chargor, with full title guarantee, assigns absolutely to the Security Trustee (as trustee for the Secured Parties) all its present and future right, title and interest in and to:

- (a) any Hedging Documents including all moneys payable to the Chargor and any claims, awards and judgements in favour of receivable or received by the Chargor under or in connection with or pursuant to any Hedging Document;
- (b) each of the Keyman Policies and all proceeds in respect of those Keyman Policies (including all claims relating to, and all returns of premium in respect of, those Keyman Policies); and
- (c) the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with or pursuant to any Assigned Contract.

2. Floating Charge

2.1 Creation

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first floating charge its undertaking and (i) all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges and Assignments*) of the Charge) situated outside Scotland or governed by a body of law other than Scots law and (ii) all of its assets situated in Scotland or otherwise governed by Scots law.

2.2 Qualifying Floating Charge

- (a) The floating charge created by the Chargor pursuant to paragraph 4.1 of the Charge is a qualifying floating charge for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Charge and the Security Trustee may appoint an Administrator of the Chargor pursuant to that paragraph.

This is Paper Apart 3 applicable to the foregoing Form 410 relative to the Fixed and Floating Security Document (the Charge) granted by EWM (IP) Limited in favour of Barclays Bank PLC dated 7 September 2005.

1. Ranking

The floating Charge created by the Chargor ranks:

- (a) behind all the fixed Charges created by the Chargor; but
- (b) in priority to any other Security over the Charged Assets of the Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 1 (*Rights of Receivers*) of the Charge.

2. Restrictions

2.1 Security

No Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 21.3 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause.

2.2 Disposal

No Chargor shall (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 21.4 (*Disposals*) of the Facility Agreement.

2.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to clauses 5.1 (*Security*), 5.2 (*Disposal*) and 5.3 (*Further Assurance*):

- (a) except for the Charges, no Chargor shall create or permit to subsist any Security over, nor do anything else prohibited by clause 21.3 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Book Debts; and
- (b) except as required by Clause 5.3 (*Further assurance*) of the Charge, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts.

2.4 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to Clauses 5.1 (*Security*), 5.2 (*Disposal*) and 5.3 (*Further assurance*):

- (a) except for the Charges, no Chargor shall create or have outstanding any Security over, nor do anything else prohibited by clause 21.3 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Bank Accounts; and

- (b) except as required by Clause 5.3 (*Further assurance*) of the Charge, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts.

This is Paper Apart 4 applicable to the foregoing Form 410 relative to the Charge granted by EWM (IP) Limited in favour of Barclays Bank PLC dated 7 September 2005 (the Charge), which sets out Schedule 2 (Assigned Contracts) and Schedule 3 (Intellectual Property) to the Charge.

SCHEDULE 2

Assigned Contracts

- (b) IP Option Agreement dated 31 August 2005 between EWM (IP) Limited and The Edinburgh Woollen Mill Limited as amended by an amendment letter between the same dated [2] September 2005 (IPOA1).
- (c) IP Option Agreement dated 31 August 2005 between EWM (IP) Limited and Mackinnon of Scotland Limited as amended by an amendment letter between the same dated [2] September 2005 (IPOA2).
- (d) IP Option Agreement dated 31 August 2005 between EWM (IP) Limited and The Heather Mills Company Limited as amended by an amendment letter between the same dated [2] September 2005 (IPOA3).
- (e) Exclusive Licence to be entered into between EWM (IP) Limited and The Edinburgh Woollen Mill Limited pursuant to IPOA1.
- (f) Exclusive Licence to be entered into between EWM (IP) Limited and Mackinnon of Scotland Limited pursuant to IPOA2.
- (g) Exclusive Licence to be entered into between EWM (IP) Limited and The Heather Mills Company Limited pursuant to IPOA3.

SCHEDULE 3
INTELLECTUAL PROPERTY

Part I – Registered Trade Marks

Country	Class	Renewal Date	Owner	Trademark
UK	25	12.12.2005	The Edinburgh Woollen Mill Limited	Antartex (word only) 760413
UK	18	25.01.2015	The Edinburgh Woollen Mill Limited	Antartex (word only) 750301
UK	24 Fabrics Only	24.02.2009	The Edinburgh Woollen Mill Limited	Clanroyal (word only) 860611
UK	25	01.04.2008	The Edinburgh Woollen Mill Limited	Equorian (word only) 1305745
UK	18	02.04.2009	The Edinburgh Woollen Mill Limited	Equorian (word only) 1305743
UK	25	30.09.2009	The Edinburgh Woollen Mill Limited	Isle Collection (words only) 2210263
UK	25	31.03.2014	The Edinburgh Woollen Mill Limited	Romanes & Paterson (Names and device) B1193308
UK	25	05.04.2015	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill (words only) 2016659
UK	25 (restricted use)	29.06.2009	The Edinburgh Woollen Mill Ltd	Gleneagles 1504733
Benelux	25	2010	Mackinnon of Scotland	Mackinnon of Scotland 365324
Community	25	Request register PW+F to to	The Edinburgh Woollen Mill Ltd	P.G. Field and Deer Device
Community	25	Request register to to	The Edinburgh Woollen Mill Ltd	Honor Milburn

		PW+F		
Denmark	25	2010	Mackinnon of Scotland	Mackinnon of Scotland 3359/80
France	25	2010	Mackinnon of Scotland	Mackinnon of Scotland 1126061
W. Germany	25	2010	Mackinnon of Scotland	Mackinnon of Scotland 1009556
Italy	25	2012	Mackinnon of Scotland	Mackinnon of Scotland 378277
Spain	25	2012	Mackinnon of Scotland	Mackinnon of Scotland 982945
Sweden	25	2011	Mackinnon of Scotland	Mackinnon of Scotland 179399
Switzerland	25	18.8.2011	Mackinnon of Scotland	Mackinnon of Scotland 316160
UK	25, 30, 35	13.03.2012	The Edinburgh Woollen Mill Limited	EWM (words only) 2295263
UK	25, 30, 35	27.06.2013	The Edinburgh Woollen Mill Limited	EWM & Mill device 2295261
Japan	25	06.04.2014	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill 4762654
Japan	25	29.08.2013	The Edinburgh Woollen Mill Limited	EWM & Mill device 4705001
USA	25 & 35	Application Only, use not established	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill 78/200/758
USA	25 & 35	Application Only, use not established	The Edinburgh Woollen Mill Limited	EWM & Mill device 78/200/764
Canada	25 & 35	Application Only, use not established	The Edinburgh Woollen Mill Limited	EWM & Mill device 1164570
Canada	25 & 35	Application Only, use not established	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill

		established		1164181
South Korea	25 & 35	26.08.2014	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill, 0010491
South Korea	25 & 35	21.10.2014	The Edinburgh Woollen Mill Limited	EWM & Mill device, 0010694
Taiwan	35	01.12.2013	The Edinburgh Woollen Mill Limited	EWM & Mill device, 190985
Taiwan	35	01.12.2013	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill 192365
Taiwan	25	01.12.2013	The Edinburgh Woollen Mill Limited	EWM & Mill device, 1070771
China	25	Application	The Edinburgh Woollen Mill Limited	EWM & Mill device, 3453192
China	25	Application	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill, 3453193
Eire	25 & 35	Application	The Edinburgh Woollen Mill Limited	The Edinburgh Woollen Mill, 2004/00294
Eire	25 & 35	04.02.2014	The Edinburgh Woollen Mill Limited	EWM & Mill Device, 228789
UK	25	29.08.2013	The Edinburgh Woollen Mill Limited	One Valley & mountain Device 2328095
UK	25	29.08.2013	The Edinburgh Woollen Mill Limited	Mountain device 2328094
UK	25	07.03.2007	The Edinburgh Woollen Mill Limited	Sweater Shop 2103670
UK	25	20.02.2014	The Heather Mills Company Limited	G & L 1890 logo, 2323988B
UK	25	20.02.2014	The Heather Mills Company Limited	G & L SCOTLAND Logo, 2323988A

Part II – Unregistered Trade Marks
Section A - Domain Names

antartexvillage.com	kilmahogwoollenmill.co.uk
antartexvillage.co.uk	leithmills.co.uk
antartex.co.uk	leithmills.com
antartex-sheepskins.co.uk	mackinnonmills.com
antartex-sheepskins.com	mackinnonofscotland.com
banchorywoollenmill.com	massonmill.co.uk
benneviswoollenmill.com	masson-shopping-village.com
bennevis-woollenmill.com	moffatwoollenmill.com
brandedscottishknitwear.co.uk	moffat-woollenmill.com
brandedscottishknitwear.com	moffat-woollens.co.uk
callanderwoollenmill.com	old-station-welshpool.com
chalmersofoban.com	one-valley.co.uk
clantartancenter.co.uk	onevalley.co.uk
clantartancenter.com	owenswarehouse.co.uk
clantartancentre.co.uk	perthmart-visitor-centre.com
clantartancentre.com	pitlochry-knitwear.co.uk
craftcentre-cymru.co.uk	romanesandpaterson.co.uk
cumbriahomeandgarden.co.uk	scotland-at-its-best.com
cumbriahomeandgarden.com	scottish-deer-centre.com
cumbriahomeandgarden.biz	Scottishwoolcentre.co.uk
cumbrianhomesandgardens.co.uk	scottish-wool-centre.com
cumbrianhomesandgardens.com	skyewoollenmill.com
cumbrianhomesandgardens.biz	speanbridgewoollenmill.com
designerzoneatmassonmill.co.uk	speanbridge-woollenmill.com
ewm.co.uk	speanbridgewoollenmill.co.uk

edinburghwoollenmill.biz	st-andrews-sportswear-company.co.uk
edinburghwoollenmill.com	sweater-shop.co.uk
edinburghwoollenmill.net	sweater-shop.com
explorescotland.com	sweatershop.com
foreverscotland.com	theabbeymill.co.uk
foreverscotlandshop.co.uk	the-clan-tartan-centre.co.uk
foreverscotlandshop.com	the-edinburgh-woollen-mill.co.uk
gibsonandlulgair.com	the-edinburgh-woollen-mill.biz
heathermillscompany.com	the-edinburgh-woollen-mill.com
Heathermill.co.uk	the-edinburgh-woollen-mill.net
highlandhomeindustries.co.uk	theedinburghwoollenmill.net
highlandhomeindustries.com	theedinburghwoollenmill.com
holmwoollenmill.com	theedinburghwoollenmill.org.uk
inverarywoollenmill.com	the-sweater-shop.co.uk
jamespringle.co.uk	the-sweater-shop.com
jamespringle.com	the-golf-company.co.uk
jamespringleweavers-holmmill.com	the-millshop.co.uk
jamespringleweavers-llanfairpg.com	traditionscottishknitwear.co.uk
james-pringle-weavers-of-inverness.co.uk	trossachswoollenmill.com
jamespringleweavers-of-inverness.com	tsdc.co.uk
jedburghwoollenmill.com	watershed-mill.com
jedburgh-woollenmill.com	westhighlandwoollenmill.com
johnogroatsknitwearco.com	yarnspinners.co.uk
kernowmill.com	
kilmahog-woollenmill.com	

Section B – Names

Brand/ Trading Name	Brand/Trading Name
Antartex Sheepskins	Masson Mills
Antartex Village	Masson Shopping Centre
Ben Nevis Highland Centre	Mackinnib of Scotland
Ben Nevis Woollen Mill	Mackinnon Mills
Banchory Woollen Mill	McCaig's Warehouse
Bronte Weaving Shed	Millshop
Cafe 41	Moffat Mill Moffat Tweed Shop
Chalmers of Oban	Moffat Woollens
Cheddar Gorge Country Store	Moffat Woollen Mill
Clan Centre	Northwood
Cornish Tartan	One Valley
Country Trader	Owens Warehouse
Craft Centre Cymru	Penmachno Woollen Mill
Cymru Country Store	PG Fields
East Quay Warehouse	Philpotts Warehouse
Eqourian	Pitlochry of Scotland
EWM	Portree Knitwear Company
EWM Classic	Romanes & Paterson
EWM Style by EWM	Settle Watershed Mill
G & L	Simply The Best
Gibson and Lumgair	Skye Woollen Mill
Gleneagles Cashmere	Spean Bridge Mill

Gleneagles of Scotland	Spean Bridge Woollen Mill
Gleneagles Woollen Mill	Speyside Woollen Co
Grampian Woollen Mills	Spirit of Scotland
Heather Mills	Tarka Mill
Heather Mills Classic	Tartan Centre
Heather Mill Style by Heather Mills	The Abbey Mill
Highland Home Industries	The Bronte Weaving Shed
Holmewood	The Callander Woollen Mill
Holmfirth Mills	The Clan Tartan Centre
Honor Millburn	The Country Trader
House of Gleneagles	The Cove Centre
Inverary Woollen Mills	The Edinburgh Sweater Company
Isle by The Golf Company	The Edinburgh Woollen Mill
James Pringle	The Famous Lee Mill
James Pringle Textiles	The Golf Company
James Pringle Weavers	The Golf Shop
James Pringle Weavers of Inverness	The Old Station, Welshpool
James Pringle Weavers of Llanfairpwllgwyngyll	The Perth Mart Visitor Centre
Jedburgh Woollen Mills	The Scottish Deer Centre
John O'Groats Knitwear Co	The Scottish Wool Centre
JPW of Inverness	The Spirit of Scotland Whiskey Shop
Kernow Mill	The Sweater Shop
Kilmahog Woollen Mill	The Trossachs Country Store
Kyle of Lochalsh Woollens	The Whisky Shop
Llanfair PG Woollen Mills	Traditions of Britain
Leith Mills	Trossachs Rug
Lochmere	Trossach Woollen Mill

MacBaa	Watershed Mill
MacDonalds of Oban	West Highland Woollens
Mairi Macintyre	Windermere Quay
Mackinnon Mills	

Part III – Other Intellectual Property

The following materials, designs, text, information and know-how used in association with the trade marks set out in Part I and Part II of this Schedule in which intellectual property rights subsist, and which are used by EWM (IP) Limited in its business:

Trade dress
Packaging
Unregistered design rights
Store design formats
Advertising copyrights
Collateral material copyrights
Brand materials
Marketing plans and know how
Marketing training manuals
Policies and Practices Manual
Personnel Training, Induction and Development Manuals
Store Administration Manuals
Personnel Reference Manual
Range Manuals
Supplier Manuals
Databases

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 285031

I hereby certify that a charge created by

EWM (IP) LIMITED

on 7 SEPTEMBER 2005

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BARCLAYS BANK PLC AS SECURITY TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 20 SEPTEMBER 2005 given at Companies House, Edinburgh
23 SEPTEMBER 2005



C O M P A N I E S H O U S E

