

MR01

Particulars of a charge

110164 113



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

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

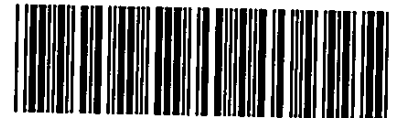
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

THURSDAY



LD3 07/11/2013 #58
COMPANIES HOUSE

1 Company details

Company number 00610095

Company name in full **Waterstones Booksellers Limited**
(the "Chargor")

26 For official use

→ **Filing 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 01/11/2013

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 **Russian Commercial Bank (Cyprus) Ltd, 2 Amathountos Street, 3310**
Limassol, Cyprus, as Security Agent (as trustee for each of the Finance Parties)

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Chargor charges with full title guarantee in favour of the Security Agent by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, domain names, copyright works, rights in logos and slogans, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights, including the intellectual property referred to in Schedule 1 of the Debenture (Intellectual Property)

"Related Rights" means, in relation to any asset (a) the proceeds of sale or rental of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and (d) any moneys and proceeds paid or payable in respect of that asset

"Debenture" means the charging instrument dated 1 November 2013 between the Chargor and the Security Agent to which this form relates

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Clifford Chance

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Dominic Lintner / 70-40513844**

Company name
**Clifford Chance LLP
via CH London Counter**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



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: 610095

Charge code: 0061 0095 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2013 and created by WATERSTONES BOOKSELLERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2013

L/C

Given at Companies House, Cardiff on 12th November 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 1 NOVEMBER 2013

WATERSTONES BOOKSELLERS LIMITED
AS THE CHARGOR

IN FAVOUR OF

RUSSIAN COMMERCIAL BANK (CYPRUS) LTD
AS THE SECURITY AGENT

DEBENTURE

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006, this
is a true copy of the original

Signed Clifford Chance

Date 6 November 2013
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

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THIS DEBENTURE is made by way of deed on 1 November 2013 by

- (1) **WATERSTONES BOOKSELLERS LIMITED** (registered in England & Wales number 00610095 (the "**Chargor**") in favour of
- (2) **RUSSIAN COMMERCIAL BANK (CYPRUS) LTD** as trustee for each of the Finance Parties (the "**Security Agent**")

THIS DEED WITNESSES as follows

1 **DEFINITIONS AND INTERPRETATION**

1.1 **Terms defined**

In this Debenture

"Administration Event" means

- (a) the presentation of an application to the court for the making of an administration order in relation to the Chargor, or
- (b) the giving of notice by any person (who is entitled to do so) of its intention to appoint an administrator to the Chargor or files such a notice with the court

"Charged Assets" means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture

"Charged Portfolio" means, subject always to the provisions of Clause 6 (*Shares Voting Rights and Dividends*) in respect of voting rights, the Shares and the Related Assets

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law

"Facility Agreement" means the Facility Agreement dated on or about the date of this Debenture between A&NN Holdings Limited as Borrower, Waterstones Holdings Limited and the Chargor as Original Guarantors and Russian Commercial Bank (Cyprus) Ltd as Original Lender, Arranger, Agent and Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, domain names, copyright works, rights in logos and slogans, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights, including the intellectual property referred to in Schedule 1 (*Intellectual Property*)

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant

appointment) and that term will include any appointee made under a joint or several appointment

"Related Assets" means all dividends, interest and other monies at any time payable at any time in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time

"Related Rights" means, in relation to any asset.

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

"Relevant Loans" means each and every sum paid or payable from time to time by

- (a) Waterstones Booksellers Amsterdam BV to the Chargor pursuant to the Waterstones Amsterdam Loan Agreement,
- (b) Waterstones Booksellers Ireland Limited to the Chargor pursuant to the Waterstones Ireland Loan Agreement

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents

"Shares" means all of the shares in the capital of

- (a) Waterstones Overseas Limited (registered in England and Wales with number 02133199), being 22,107,790 ordinary shares, and all of the Chargor's other present and future shares in the capital of Waterstones Overseas Limited,
- (b) Hatchards UK Limited (registered in England and Wales with number 02368576), being 20,000,000 ordinary shares, and all of the Chargor's other present and future shares in the capital of Hatchards UK Limited, and
- (c) Waterstones Academic Bookstores Limited (registered in England and Wales with number 05346953), being 1 ordinary share, and all of the Chargor's other present and future shares in the capital of Waterstones Academic Bookstores Limited,

from time to time held by, to the order, or on behalf, of the Chargor

"Waterstones Amsterdam Loan Agreement" means the loan agreement entered into by the Chargor as lender and Waterstones Booksellers Amsterdam BV as borrower and dated 23 April 2012

"Waterstones Ireland Loan Agreement" means the loan agreement entered into by the Chargor as lender and Waterstones Booksellers Ireland Limited as borrower and dated 23 April 2012

1 2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Facility Agreement or other Finance Document were a reference to this Debenture or that notice

1 3 Construction

Clauses 1 2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Facility Agreement will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that Clause to the Facility Agreement were a reference to this Debenture or that notice

1 4 Application of provisions in Facility Agreement

Clauses 1 4 (*Third party rights*), 8 3 (*Default interest*), 10 4 (*Break costs*), 12 (*Tax gross up and indemnities*), 13 (*Increased Costs*), 14 (*Other indemnities*), 16 (*Costs and expenses*), 24 1 (*Assignments and transfers by Obligors*), 26 1 (*Trust*) 29 (*Payment mechanics*), 30 (*Set-off*), 32 (*Notices*), 33 1 (*Accounts*), 33 2 (*Certificates and determinations*), 34 (*Partial invalidity*), 35 (*Remedies and Waivers*), 36 (*Amendments and Waivers*) and 41 (*Enforcement*) of the Facility Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Facility Agreement were references to this Debenture

1 5 Present and future assets

- (a) A reference in this Debenture to any Charged Asset or other asset includes, unless the contrary intention appears, present and future assets
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture

1 6 Clawback

If the Security Agent considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Debenture and the

Security constituted by it will continue and such amount will not be considered to have been irrevocably paid or discharged

1 7 Fixed Security

Clauses 3 1 (*Assignment by way of Security*) and 3 2 (*Fixed Charge*) shall be construed as creating a separate and distinct fixed charge or assignment by way of Security over each relevant asset within any particular class of assets defined under this Debenture and the failure to create an effective fixed charge or assignment by way of Security (whether arising out of this Debenture or any act or omission by any party) on any one asset shall not affect the nature of any fixed charge or assignment imposed on any other asset whether within that same class of assets or not

1 8 No obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Assets

2 COVENANT TO PAY

2 1 Covenant to pay

The Chargor covenants with the Security Agent (as trustee for the Finance Parties) to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Finance Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms if and to the extent that it is required to indemnify any such item under the terms of any relevant Finance Document (which indemnified sums shall (if so payable) be treated as Secured Obligations for the purposes of this Debenture)

2 2 Default interest

If the Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) at the rate determined in accordance with and on the terms set out in clause 8 3 (*Default interest*) of the Facility Agreement

3 FIXED SECURITY

3 1 Assignment by way of Security

The Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as Security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to the Relevant Loans, together with all Related Rights

3 2 Fixed Charge: Intellectual Property

The Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) as Security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property

3.3 Fixed Charge: Shares

The Chargor charges the Charged Portfolio and all dividends, interest and other moneys payable in respect of the Charged Portfolio (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise) with full title guarantee and by way of first fixed charge, in favour of the Security Agent (as trustee for the Finance Parties), as continuing security for the payment and discharge of the Secured Obligations

4 PROVISIONS AS TO SECURITY

4 1 Restriction on dealings

Except where agreed in writing by the Security Agent or as permitted under the Finance Documents the Chargor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets, save that the Chargor is permitted to disclose confidential information and/or knowhow to third parties in the ordinary course of business and on arm's length terms, provided that all such disclosures are made pursuant to a non-disclosure agreement or the information is otherwise disclosed in circumstances importing an obligation of confidentiality on the third party recipient

4 2 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Fixed Security*)
- (b) It shall be implied in respect of Clause 3 (*Fixed Security*) that the Chargor is disposing of the Charged Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

4 3 Notice of Assignment: Relevant Loans

Immediately upon demand from the Security Agent, in relation to the Relevant Loans the Chargor shall ensure delivery to the Security Agent of a notice of assignment in the form set out in Schedule 3 (*Notice of Assignment Relevant Loans*) (or in such other form as may be agreed by the Security Agent) duly executed by or on behalf of the Chargor and acknowledged by the relevant third party

4 4 Notice of Security: Intellectual Property

- (a) On each anniversary of the date of this Debenture, the Chargor shall provide the Security Agent with a list of all material registered Intellectual Property (including any applications for registration of the same) acquired by it or registered since the date of the Debenture ("**New Intellectual Property Rights**")
- (b) The Chargor shall take such steps as the Security Agent may require to charge the New Intellectual Property Rights in favour of the Security Agent by way of first fixed charge in accordance with Clause 3 2 (*Fixed Charge*)

4 5 Notices of Security: other assets

The Chargor shall join the Security Agent in giving notices of assignment or charge (in such form as may be specified by the Security Agent) in respect of any asset which is the subject of an assignment or charge pursuant to Clause 3 (*Fixed Security*) promptly upon the request of the Security Agent from time to time and will use all reasonable endeavours to procure from the recipient of those notices, an acknowledgement in a form satisfactory to the Security Agent.

4 6 Registration of Intellectual Property

The Chargor shall (at its expense)

- (a) execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to the Intellectual Property referred to in Schedule 2 (*Intellectual Property – Registration*), and
- (b) if reasonably requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property

4 7 Deposit of share certificates

The Chargor will immediately upon the execution of this Agreement (or upon coming into possession of the Chargor at any time) deposit (or procure there to be deposited) with the Security Agent all certificates and other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Chargor) in respect of the Shares

4 8 Related Assets

The Chargor shall, promptly upon the accrual, offer or issue of any Related Assets (in the form of stocks, shares, warrants or other securities) in which the Chargor has a beneficial interest, procure the delivery to the Security Agent of (a) all certificates and other documents of title representing those Related Assets and (b) such duly executed

blank stock transfer forms or other instruments of transfer in respect of those Related Assets as the Security Agent may require

4 9 Deposit of title deeds

The Chargor shall

- (a) immediately upon the execution of this Debenture (and upon the acquisition by it of any registered interest in any Charged Assets at any time) deposit (or procure the deposit) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Charged Assets that are in its possession or under its control; and
- (b) deposit with the Security Agent at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items

4 10 Further Loans

Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further Loans to the Borrower and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture

4 11 Relevant Loans

- (a) The Chargor shall not take, or omit to take, any action which might result in (a) the alteration or impairment of any rights in the Waterstones Amsterdam Loan Agreement or the Waterstones Ireland Loan Agreement (b) any default of any of its obligations under the Waterstones Amsterdam Loan Agreement or the Waterstones Ireland Loan Agreement (c) any right to terminate the Waterstones Amsterdam Loan Agreement or the Waterstones Ireland Loan Agreement becoming exercisable by any other party to that agreement, or (d) any counterclaims or rights of set-off arising under the Waterstones Amsterdam Loan Agreement or the Waterstones Ireland Loan Agreement
- (b) The Security Agent shall not be under any obligation in relation to the Waterstones Amsterdam Loan Agreement or the Waterstones Ireland Loan Agreement as a consequence of this Agreement and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Waterstones Amsterdam Loan Agreement or the Waterstones Ireland Loan Agreement

5 FURTHER ASSURANCE

5 1 Further assurance

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below

- (b) The Chargor shall promptly, at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s)
- (i) to create, perfect and/or protect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any of the rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law,
 - (ii) to confer on the Security Agent Security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture, and/or
 - (iii) while an Event of Default is continuing, to facilitate the realisation of the Charged Assets

5.2 Necessary Action

The Chargor shall (at its cost) take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Debenture

6 SHARES: VOTING RIGHTS AND DIVIDENDS

6.1 Dividends prior to an Event of Default

Prior to the occurrence of an Event of Default and at any time in which an Event of Default is not continuing, the Chargor shall be entitled to receive all dividends, interest and other monies arising from the Charged Portfolio

6.2 Dividends after an Event of Default

Upon the occurrence of an Event of Default which is continuing, the Security Agent may, at its discretion, in the name of the Chargor or otherwise and without any further consent or authority from the Chargor, apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 13 (*Application of Moneys*)

6.3 Voting rights prior to an Acceleration Event

Prior to the occurrence of an Acceleration Event, the Chargor shall be entitled to exercise all voting rights in relation to the Charged Portfolio

6 4 Voting rights after an Acceleration Event

Subject to Clause 6 6 (*Voting rights*), upon the occurrence of an Acceleration Event which is continuing the Security Agent may, at its discretion, (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor), exercise (or refrain from exercising) any voting rights in respect of the Charged Portfolio

6 5 Waiver of voting rights by Security Agent

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the Chargor, at any time, by notice to the Chargor (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Charged Portfolio conferred or to be conferred on the Security Agent pursuant to Clause 6 4 (*Voting rights after an Acceleration Event*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Agent not to make such an election or to indemnify, compensate or otherwise make them good as a consequence of making such an election
- (b) Once a notice has been issued by the Security Agent under paragraph (a) of this Clause 6 5, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Charged Portfolio conferred or to be conferred on it pursuant to Clause 6 4 (*Voting rights after an Acceleration Event*) or any other provision of this Debenture and all such rights will be exercisable by the Chargor. The Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Charged Portfolio subject only to the provision contained in Clause 6 6 (*Voting rights*)

6 6 Voting rights

The Chargor shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to or concur or participate in any

- (a) variation of the rights attaching to or conferred by all or any part of the Charged Portfolio,
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture,
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities, or
- (d) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture,

which, in the opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Debenture provided that the proceeds of any such action shall form part of the Charged Portfolio

6 7 Payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Shares, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with and on the terms set out in clause 8 3 (*Default interest*) of the Facility Agreement

6 8 Nominee Rights

The Chargor shall not appoint any third party nominee to exercise any members' rights or information rights in relation to the Charged Portfolio.

7 INTELLECTUAL PROPERTY UNDERTAKINGS

7 1 Undertakings

The Chargor shall during the subsistence of this Debenture in respect of any Intellectual Property which is material to or required in connection with its business

- (a) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence and the validity of any such Intellectual Property (including making timely payment of all relevant renewal fees),
- (b) use reasonable endeavours to prosecute any existing trade mark applications for registration;
- (c) notify the Security Agent in the event that it wishes to let any of the registered Intellectual Property lapse in accordance with its portfolio management programme from time to time, and
- (d) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value, validity or enforceability or assist any individual or entity in prejudicing the value, validity or enforceability of the Intellectual Property.

7 2 Power of Attorney

The Chargor hereby appoints the Security Agent to be its attorney for the purposes of maintaining the registered Intellectual Property rights in the Chargor's name in the event that the Chargor fails to make due and timely payment of any fees or expenses payable pursuant to Clause 7 1 (*Undertakings*). If the Security Agent exercises its rights pursuant to this Clause 7 2, the Chargor shall reimburse the Security Agent the fees and expenses incurred within a period of 30 days of notification by the Security

Agent The Chargor shall execute such documents and do such other acts, at its cost, as the Security Agent may request from time to time for the purpose of

- (a) assisting the Security Agent to protect and defend any rights in or in relation to the Intellectual Property, and
- (b) assisting the Security Agent to obtain or maintain trade mark or other registrations in respect of any of the Intellectual Property

8 INTELLECTUAL PROPERTY REPRESENTATIONS

The Chargor represents and warrants to the Security Agent for its own benefit and as trustee for the benefit of the Secured Parties and acknowledges that the Security Agent and Secured Parties have relied upon the representation and covenant that it is not aware of any adverse circumstance relating to the validity, subsistence or use of any of its Intellectual Property that could reasonably be expected to have a Material Adverse Effect

9 ENFORCEMENT OF SECURITY

9.1 Enforcement

Any time after the occurrence of

- (a) an Event of Default (as long as it is continuing), or
- (b) an Administration Event, or
- (c) a request being made by the Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets, and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

10 EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

10.1 Extension of powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory

power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture

10.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Chargor on or at any time after this Debenture has become enforceable in accordance with Clause 9 (*Enforcement of Security*)

10.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time whilst this Debenture is enforceable in accordance with Clause 9 (*Enforcement of Security*) and during any such period the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925
- (b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any encumbrancer deriving title under the Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply

10.4 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to a Charged Asset, the Security Agent shall have the right while an Event of Default is continuing to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be

- (a) in the case of cash, the amount standing to the credit of any account with any bank, building society, financial institution or otherwise, together with any accrued but unposted interest, at the time of appropriation, and
- (b) in the case of any investments, shares or securities, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

In each case, the parties agree that the method of valuation provided for this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

11 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment and removal

At any time whilst this Debenture is enforceable in accordance with Clause 9 (*Enforcement of Security*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets, or
- (b) appoint two or more Receivers of separate parts of the Charged Assets, or
- (c) remove (so far as it is lawfully able) any Receiver so appointed, or
- (d) appoint another person(s) as an additional or replacement Receiver(s), or
- (e) appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986, and
- (f) following notice to the Chargor, appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986

11.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

11.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets

12 POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets which would, when got in, be Charged Assets), and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor)

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do, and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him,
 - (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed), or
 - (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets

13 APPLICATION OF MONEYS

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with the Facility Agreement and any remaining balance shall be promptly paid to the Chargor

14 PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

14.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings

15 POWER OF ATTORNEY

15.1 Appointment and powers

The Chargor by way of Security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on the Chargor by this Debenture or any other agreement binding on the Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets), and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after this Debenture has become enforceable in accordance with Clause 9 (*Enforcement of Security*), the exercise of any right of a legal or beneficial owner of the Charged Assets

15.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

16 EFFECTIVENESS OF SECURITY

16.1 Continuing Security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing

- (b) No part of the Security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

16.2 Cumulative rights

The Security created by or pursuant to this Debenture shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture.

16.3 No prejudice

The Security created by or pursuant to this Debenture shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

16.4 No liability

None of the Security Agent, its nominee(s) nor any Receiver shall be liable

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part

16.5 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

16 6 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Debenture will not be affected by any act, omission, matter or thing which, but for this Clause 16 6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture and whether or not known to the Chargor or any Finance Party including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents),
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings

16 7 Immediate recourse

The Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Chargor under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

16.8 Deferral of rights

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under this Debenture or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Finance Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Finance Document,
- (e) to exercise any right of set-off against any Obligor, or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party

17 PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Debenture, the Security Agent may redeem such prior Security or procure the transfer thereof to itself
- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor
- (c) All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Security Agent on demand together with accrued interest thereon as well as after as before judgment at the rate from time to time applicable to unpaid sums specified in the Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment)

18 SUBSEQUENT SECURITY INTERESTS

If the Security Agent acting in its capacity as trustee or otherwise or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Security Agent or any of the

other Finance Parties will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

19 SUSPENSE ACCOUNTS

All moneys received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society or financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations

20 RELEASE OF SECURITY

- 20 1 Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, release and cancel the Security constituted by this Debenture and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 20 2 (*Clawback*) and without recourse to, or any representation or warranty by, Security Agent or any of its nominees

20 2 Clawback

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Debenture and the Security constituted by those documents will continue and such amount will not be considered to have been irrevocably discharged

21 SET-OFF

The Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set –off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Security Agent in accordance with Clause 13 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of such account)

22 ASSIGNMENT

The Security Agent may assign and transfer all or any of its rights and obligations under this Debenture. The Security Agent shall be entitled to disclose such information concerning the Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed director or indirect successor or to any person to whom information may be required to be disclosed by any applicable law

23 EXPENSES, STAMP TAXES AND INDEMNITY

23 1 Expenses

The Chargor shall, from time to time on demand of the Security Agent, reimburse the Security Agent for all the costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with

- (a) the negotiation, preparation and execution of this Debenture and the completion of the transactions and perfection of the Security contemplated in this Debenture,
- (b) the exercise, preservation and/or enforcement of any of the Collateral Rights or the Security contemplated by this Debenture or any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security or enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed in accordance with Clause 2 2 (*Default interest*)

23 2 Stamp Taxes

The Chargor shall pay all stamp, registration, notarial and other taxes and fees to which this Debenture, the Security contemplated in this Debenture or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Security Agent on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying such tax.

23 3 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security indemnify the Security Agent, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Debenture, the exercise or purported exercise of any of the rights and powers conferred on them by this Debenture or otherwise relating to the Charged Assets

24 DISCRETION AND DELEGATION

24 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

24 2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it

shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself

25 GOVERNING LAW

This Debenture and all non-contractual obligations arising out of or in connection with it are governed by English law

26 ARBITRATION

26.1 Arbitration

Subject to Clause 26.5 (*Security Agent's option*), any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture) (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Arbitration Rules (the "**Rules**") of the LCIA Court (formerly the London Court of International Arbitration).

26.2 Procedure for arbitration

- (a) The arbitral tribunal shall consist of three arbitrators who shall be lawyers qualified in England and Wales of at least ten years' standing.
- (b) The claimant(s), irrespective of number, shall nominate jointly one arbitrator, the respondent(s), irrespective of number, shall nominate jointly the second arbitrator, and a third arbitrator, who shall serve as chairman, shall be appointed by the LCIA Court (as defined in the Rules) within 15 days of the appointment of the second arbitrator
- (c) In the event the claimant(s) or the respondent(s) shall fail to nominate an arbitrator within the time limits specified in the Rules, such arbitrator shall be appointed by the LCIA Court within 15 days of such failure. In the event that both the claimant(s) and the respondent(s) fail to nominate an arbitrator within the time limits specified in the Rules, all three arbitrators shall be appointed by the LCIA Court within 15 days of such failure who shall designate one of them as chairman
- (d) If all the parties to an arbitration so agree, there shall be a sole arbitrator appointed by the LCIA Court within 15 days of such agreement
- (e) The seat of arbitration shall be London, England and the language of the arbitration shall be English

26.3 Recourse to courts

Save as provided in Clause 26.5 (*Security Agent's option*), the parties exclude the jurisdiction of the courts under Sections 45 and 69 of the Arbitration Act 1996

26 4 Consolidation of claims

If any Dispute raises issues which are substantially the same as or connected with issues raised in another Dispute which has already been referred to arbitration under the Facility Agreement (an "**Existing Dispute**"), or arises out of substantially the same facts as are the subject of any Existing Dispute (a "**Related Dispute**"), the Facility Agent (but no other party) may apply, at its sole discretion, to have the tribunal appointed (or to be appointed) in respect of any such Existing Dispute to also be appointed as the tribunal in respect of any Related Dispute

26 5 Security Agent's option

Before an arbitrator has been appointed to determine a Dispute, the Agent may by notice in writing to the Borrower require that all Disputes or a specific Dispute be heard by a court of law. If the Security Agent gives such notice, the Dispute to which that notice refers shall be determined in accordance with Clause 27 1 (*Jurisdiction*)


27 ENFORCEMENT


27 1 Jurisdiction

- (a) As an alternative to the provisions of Clause 26 (*Arbitration*), the courts of England have exclusive jurisdiction to settle any Dispute
- (b) The Parties agree that the Courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary
- (c) This Clause 27 1 (*Jurisdiction*) is for the benefit of the Finance Parties only. As a result, and notwithstanding paragraph (a) of this Clause 27 1 (*Jurisdiction*), any Finance Party may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions


THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by Security Agent on the date written on the first page of this Debenture




**SCHEDULE 1
INTELLECTUAL PROPERTY**








Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
Australia		W WATERSTONES stylised	16	730219	16 Printed matter	19/03/1997		19/03/2017	Waterstones Booksellers Limited		Certificate of Registration missing. Certified copy sent to Simmons & Simmons
European Community		FEEL EVERY WORD	09 16 35 41, 43	00908145 6	09 Sound recordings music recordings video recordings audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on-line from databases, via the Internet or any other communications network 16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials, protective covers for books 35 Retail services connected with books and other printed matter and publications, the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods in a retail outlet, the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or Internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes 41 Provision of information relating to books, authors,	05/05/2010		05/05/2020	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011








Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation, production and presentation of events quizzes and competitions arranging and hosting of book-signing events children's fun days and other activities with authors provision of on line electronic publications (not downloadable), book reviews and reviews of other publications provided on line from a database via the Internet or any other communications network provision of on line readings lists, ticket procurement reservation and information services relating to entertainment events concerts, theatres, cinemas and to sporting, cultural literary and theatrical events</p> <p>43 Cafeteria and coffee shop services services for the provision of food refreshments and drink</p>						
European Community		O box device	09 16 35 41, 43	00519728 1	<p>09 Sound recordings music recordings video recordings audiovisual recordings, audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on-line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications, books periodicals magazines posters, photographs calendars greeting cards paper, paper articles stationery gift vouchers book tokens book binding materials protective covers for books</p> <p>35 The bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including</p>	13/07/2006		13/07/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011








Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>such services provided on line from a database via the Internet or any other communications network</p> <p>advertising and promotional services incentive and loyalty schemes</p> <p>41 Provision of Information relating to books, authors, literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation production and presentation of events quizzes and competitions, arranging and hosting of book-signing events children's fun days and other activities with authors provision of on-line electronic publications (not downloadable), book reviews and reviews of other publications provided on-line from a database via the Internet or any other communications network provision of on line reading lists</p> <p>43 Cafeteria and coffee shop services services for the provision of food refreshments and drink</p>						
European Community		OTTAKAR S	09, 16 35 41 43	00519674 6	<p>09 Sound recordings music recordings video recordings audiovisual recordings, audio books CDs DVDs SACDs, books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials protective covers for books</p> <p>35 The bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order</p>	13/07/2006		13/07/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011








Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>catalogue or internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the internet or any other communications network advertising and promotional services incentive and loyalty schemes</p> <p>41 Provision of information relating to books authors literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation production and presentation of events, quizzes and competitions arranging and hosting of book signing events children's fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on line from a database via the internet or any other communications network provision of on line reading lists</p> <p>43 Cafeteria and coffee shop services services for the provision of food refreshments and drink</p>						
European Community		OTTAKAR'S O device	09 16 35 41, 43	005197058	<p>09 Sound recordings music recordings video recordings audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on-line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper, paper articles stationery gift vouchers book tokens book binding materials protective covers for books</p> <p>35 The bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet the bringing together for the benefit of others of a variety</p>	13/07/2006		13/07/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011








Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or Internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes</p> <p>41 Provision of information relating to books authors literature and related events services for locating books and other printed matter publication and distribution of printed publications, organisation production and presentation of events quizzes and competitions arranging and hosting of book signing events children's fun days and other activities with authors provision of on-line electronic publications (not downloadable) book reviews and reviews of other publications provided on line from a database via the Internet or any other communications network provision of on line reading lists</p> <p>43 Cafeteria and coffee shop services services for the provision of food, refreshments and drink</p>						
European Community		Registered Community Design		00185174 2-0001		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0002		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0003		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June




Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
											2011
European Community		Registered Community Design		00185174 2-0004		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0005		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0006		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0007		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0008		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0009		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185174 2-0010		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011


Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
European Community		Registered Community Design		00185163 5-0001		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0002		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0003		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0004		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0005		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0006		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0007		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011



Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
European Community		Registered Community Design		00185163 5-0008		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0009		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185163 5-0010		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2-0001		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2-0002		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2-0003		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2-0004		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
European Community		Registered Community Design		00185169 2-0005		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2 0006		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2 0007		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2-0008		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2 0009		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185169 2-0010		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0001		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
European Community		Registered Community Design		00185168 4-0002		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0003		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0004		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0005		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0006		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0007		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4 0008		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
European Community		Registered Community Design		00185168 4-0009		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		Registered Community Design		00185168 4-0010		15/04/2011		15/04/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		W Device	09, 16, 35, 41, 42	00910278 1	<p>09 Sound recordings music recordings video recordings audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials protective covers for books</p> <p>35 Retail services connected with books and other printed matter and publications the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet the bringing together, for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or Internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes</p>	13/05/2010		13/05/2020	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011



Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>41 Provision of information relating to books authors literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation production and presentation of events quizzes and competitions arranging and hosting of book signing events children s fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on-line from a database via the Internet or any other communications network provision of on line readings lists ticket procurement reservation and information services relating to entertainment events concerts theatres, cinemas, and to sporting, cultural literary and theatrical events</p> <p>43 Cafeteria and coffee shop services services for the provision of food, refreshments and drink in retail < store selling mainly books and stationery</p>						
European Community		W Waterstone's (white on black)	09, 16, 35, 41 43	005421599	<p>09 Sound recordings music recordings, video recordings audiovisual recordings audio books CDs, DVDs SACDs, books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials protective covers for books</p> <p>35 Retail bookseller services, retail services relating to books and other printed matter and publications the bringing together for the benefit of others, of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view,</p>	27/10/2006		27/10/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications, the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes</p> <p>41 Provision of information relating to books authors literature and related events, services for locating books and other printed matter publication and distribution of printed publications, organisation production and presentation of events quizzes and competitions arranging and hosting of book signing events, children's fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on-line from a database, via the Internet or any other communications network, provision of on-line reading lists</p> <p>43 Cafeteria and coffee shop services services for the provision of food, refreshments and drink</p>						
European Community		W WATERSTONES stylised	16	00468645	16 Printed matter	07/02/1997		07/02/2017	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
European Community		WATERSTONE S Stylised	09, 16, 35, 41 43	009102741	<p>09 Sound recordings music recordings video recordings audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications books periodicals, magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding</p>	13/05/2010		13/05/2020	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>materials protective covers for books</p> <p>35 Retail services connected with books and other printed matter and publications, the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods in a retail outlet, the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes</p> <p>41 Provision of information relating to books, authors, literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation, production and presentation of events, quizzes and competitions arranging and hosting of book signing events children s fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on line from a database via the Internet or any other communications network provision of on line readings lists ticket procurement reservation and information services relating to entertainmen events concerts theatres cinemas and to sporting, cultural literary and theatrical events</p> <p>43 Cafeteria and coffee shop services services for the provision of food refreshments and drink</p>						
European Community		WATERSTONES	09, 16, 35, 41 43	010764967	09 Sound recordings music recordings video recordings, audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable)	28/03/2012		28/03/2022	Waterstones Booksellers Limited		

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>provided on line from databases, via the Internet or any other communications network</p> <p>16 Sound recordings music recordings video recordings audiovisual recordings audio books CDs DVDs, SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Printed matter, printed publications books, periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials protective covers for books</p> <p>35 Retail services connected with books and other printed matter and publications the bringing together, for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods in a retail outlet the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes</p> <p>41 List of goods and services Provision of information relating to books authors literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation production and presentation of events quizzes and competitions arranging and hosting of book signing events children's fun days and other activities with authors provision of on line electronic publications (not downloadable) book</p>						


Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>reviews and reviews of other publications provided on-line from a database via the Internet or any other communications network provision of on line readings lists ticket procurement, reservation and information services relating to entertainment events concerts, theatres cinemas and to sporting, cultural literary and theatrical events</p> <p>43 Cafeteria and coffee shop services services for the provision of food refreshments and drink</p>						
European Community		WATERSTONE S	09 16 35 38 41 42	00204982 3	<p>09 Sound and/or visual recordings publications (downloadable) provided on line from databases, via the Internet or any other communications network</p> <p>16 Printed matter paper, paper articles, stationery, gift vouchers book tokens</p> <p>35 The bringing together for the benefit of others of a variety of goods (excluding the transportation thereof) enabling customers to conveniently view and purchase those goods, provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network, advertising and promotional services incentive and loyalty schemes organisation of events for advertising, promotion publicity and public relations services</p> <p>38 Provision and operation of electronic conferencing, provision and operation of discussion groups and chat rooms</p> <p>41 Information services provided on line from a database via the Internet or any other communications network all relating to events books or other printed publications organisation, production and presentation of events quizzes and competitions provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on-line from a database, via the Internet or any other communications network provision of on line reading lists</p>	23/01/2001		23/01/2021	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					42 Provision of on-line search facilities						
Hong Kong		HATCHARDS	35	4514/97	35 Retailing of sound and/or video recordings sound and/or video recording media computer software computer games books magazines, newspapers, manuals diaries catalogues printed matter and printed publications paper articles cardboard articles posters cards postcards prints photographs, paintings stationery, greeting cards folders binders files, clipboards portfolios albums diaries calendars office requisites writing instruments, paper clips, wrapping and packaging materials ribbons bows tags drawing instruments drawing materials artist materials stencils, labels, transfers and playing cards all included in Class 35	11/03/1996		10/03/2017	Waterstone's Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
Hong Kong		W WATERSTONES stylised	16	806372/98	16 Printed matter	17/03/1997		16/03/2014	Waterstone's Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
India		W WATERSTONE stylised (series of 3)	09 16 25 28 35 38 41, 43	App <u>1529700</u>	09 Apparatus for recording, transmission or reproduction of sound or images telecommunication apparatus and accessories telecommunication kits and accessories for broadband telecommunication services and the Internet mobile telephones combined phones with cameras camcorders personal digital assistants (PDA), wireless communication devices compact disc players MP3 players video players and recorders DVD players writers and recorders, CD players, writers and recorders portable media players cases and fascias for all the aforesaid equipment PC drives hard drives flash memory drives disc drives tape drives modems headphones parts and fittings for all the aforesaid goods, electronic circuit boards computer program memory cartridges digital media player (or other DRM less (digital rights management less) hardware) in store wireless kiosks with download capacity download recorders for cell phones or other apparatus for recording, magnetic data carriers, CDs DVDs, SACDs, mini-discs high definition DVDs high density and definition media and hardware Portal Media (pre-	09/02/2007			Waterstone's Booksellers Limited		Application Outstanding so no Certificate

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>recorded disks of sound audio digital and video recordings made available to consumers allowing instant communication), sound recordings music recordings video recordings audiovisual recordings audio books books and other publications recorded on computer media downloadable sound, music, video, images games and texts computer software video games computer games programs software and cartridges for any type of games apparatus, games apparatus adapted for use with television receivers books and other publications recorded on computer media racks and cases, all adapted to hold CDs DVDs, SACDs mini-discs or high definition DVDs computer software, computer games programs games consoles, playstations x boxes joysticks video gaming machines headphones drive consoles light guns keyboards fitting and parts thereof, games apparatus playable on TVs screens visual display units monitors and computer screens interactive games equipment to play games on TV screens visual display units, monitors and computer screens computer interfaces to remote units electronic publications (downloadable) provided on-line from databases via the Internet or any other communications network</p> <p>16 Paper cardboard and goods made from these materials not included in other classes printed matter printed publications catalogues, books periodicals magazines, posters, photographs, prints, picture holders (other than frames) photograph stands pictures albums maps newsletters guide books stickers calendars, greeting cards diaries, manuals, paper paper articles writing implements stationery gift vouchers coupons book tokens book binding materials protective covers for books artists materials, paintbrushes typewriters and office requisites (except furniture) instructional and teaching material (except apparatus), pads, folders, plastic materials for packaging (not included in other classes) storage boxes (cardboard) placemats of paper placecards of paper or cardboard bookends, boxes for pens greeting cards coasters of paper drawing sets figurines (statuettes) of papier mâché globes passport</p>						

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					holders tablecloths of paper tissues wrapping paper writing cases (sets) carrier bags shopping bags 25 Clothing, headgear wristbands and eyeshades 28 Games and playthings, board games decoration for Christmas trees and other festivities toys electronic games machines and hand held games (other than those adapted for use with television receivers only) playing cards puzzles 35 The bringing together for the benefit of others (including consumers), of a variety of goods enabling customers to conveniently view sample and purchase those goods in a retail outlet specialising in music, videos games images, text and books goods in the consumer electronics home entertainment personal entertainment or consumer communications markets, magazines and miscellaneous ancillary merchandise namely all or any of the following posters, calendars, paper goods writing implements stationery and mouse mats printed publications novelty items gift sets, badges keyrings fridge magnets and metal plaques and mugs blank recording media toys playthings and games (including board games) clothing, headgear, the bringing together, for the benefit of others, of a variety of goods, enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or Internet web site specialising in music, videos, games, images text and books goods in the consumer electronics home entertainment, personal entertainment or consumer communications markets or by means of telecommunications 38 Telecommunication services Information advisory and consultancy services relating to communication services, telecommunication services communication apparatus equipment and accessories delivery of digital music, video games or books by telecommunications providing access to digital music web sites on the internet leasing access time to computer databases transmission of information by electronic means assisting others in providing						

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>telecommunication services including communication to a global computer network broadcasting services and cable and satellite television communication services streaming media namely the delivery of multimedia content stored on a server to a computer portable media players MP3 or other apparatus paging services, short messaging services (SMS) hiring, leasing and rental of telecommunications and server apparatus, advisory services relating to the aforementioned services</p> <p>41 Education provision of training, entertainment sporting and cultural activities, provision of information relating to books authors literature and related events services for locating books and other printed matter, publication and distribution of printed publications publication of electronic books publication of games and electronic games lending and rental of tapes, cassettes, discs, DVDs, mini-discs videos CDs motion pictures audio video or sound recording, audio equipment video cameras, cameras, photographic equipment camcorders lighting apparatus news reporters services lending library services information regarding education, entertainment sporting or cultural activities organisation production and presentation of events, quizzes and competitions arranging and hosting of book-signing events, children's fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on line from a database via the Internet or any other communications network, provision of on line readings lists distribution of films audio and video recordings and multimedia recordings all of the aforesaid services provided on-line, by interactive means, by means of short message services (SMS) multimedia message services and wireless application protocol (WAP) services instruction and information services relating to entertainment, education and recreation religious education vocational guidance publishing, production editing, presentation recording and rental of films audio and video recordings, multimedia recordings of</p>						





Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					radio and television programmes, dissemination of educational material and video educational tapes electronic publications (non-downloadable) provided on line from databases or the Internet advisory and consultancy services relating to the aforementioned services 41 Cafeteria and coffee shop services services for the provision of food, refreshments and drink						
India		W WATERSTONES stylised	16	763024	16 Printed matter	16/06/1997		16/06/2017	Waterstone s Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
India		WATERSTONE S	09 16 25 28 35 38 41 43	1529833	09 Apparatus for recording, transmission or reproduction of sound or images telecommunication apparatus and accessories telecommunication kits and accessories for broadband telecommunication services and the internet mobile telephones combined phones with cameras camcorders personal digital assistants (PDA) wireless communication devices compact disc players MP3 players video players and recorders DVD players writers and recorders, CD players, writers and recorders, portable media players cases and fascias for all the aforesaid equipment PC drives hard drives, flash memory drives disc drives tape drives modems headphones parts and fittings for all the aforesaid goods electronic circuit boards computer program memory cartridges digital media player (or other DRM less (digital rights management less) hardware) in store wireless kiosks with download capacity download recorders for cell phones or other apparatus for recording, magnetic data carriers CDs DVDs SACDs mini-discs high definition DVDs high density and definition media and hardware Portal Media (pre-recorded disks of sound audio, digital and video recordings made available to consumers allowing instant communication) sound recordings music recordings video recordings audiovisual recordings audio books, books and other publications recorded on computer media downloadable sound music video	09/02/2007		09/02/2017	Waterstone s Booksellers Limited		

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>images games and texts computer software video games computer games programs, software and cartridges for any type of games apparatus games apparatus adapted for use with television receivers, books and other publications recorded on computer media, racks and cases, all adapted to hold CDs DVDs SACDs mini discs or high definition DVDs computer software computer games programs games consoles playstations, x boxes joysticks video gaming machines headphones drive consoles light guns keyboards, fitting and parts thereof games apparatus playable on TVs, screens visual display units monitors and computer screens interactive games equipment to play games on TV screens, visual display units monitors and computer screens computer interfaces to remote units electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Paper cardboard and goods made from these materials, not included in other classes printed matter printed publications catalogues books, periodicals magazines posters photographs prints picture holders (other than frames) photograph stands pictures albums maps, newsletters guide books stickers, calendars greeting cards diaries manuals paper paper articles writing implements, stationery, gift vouchers, coupons book tokens book binding materials protective covers for books artists materials paintbrushes typewriters and office requisites (except furniture) instructional and teaching material (except apparatus) pads folders plastic materials for packaging (not included in other classes) storage boxes (cardboard), placemats of paper placecards of paper or cardboard bookends boxes for pens greeting cards coasters of paper drawing sets figurines (statuettes) of papier mâché globes, passport holders tablecloths of paper tissues wrapping paper writing cases (sets) carrier bags shopping bags</p> <p>25 Clothing, headgear, wristbands and eyeshades</p> <p>28 Games and playthings board games decoration for</p>						

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>Christmas trees and other festivities toys electronic games machines and hand held games (other than those adapted for use with television receivers only), playing cards puzzles</p> <p>35 The bringing together for the benefit of others (including consumers), of a variety of goods, enabling customers to conveniently view sample and purchase those goods in a retail outlet specialising in music videos games images, text and books, goods in the consumer electronics home entertainment, personal entertainment or consumer communications markets, magazines and miscellaneous ancillary merchandise namely all or any of the following posters calendars paper goods, writing implements, stationery and mouse mats printed publications novelty items, gift sets, badges keyrings fridge magnets and metal plaques and mugs blank recording media toys playthings and games (including board games) clothing, headgear the bringing together, for the benefit of others, of a variety of goods enabling customers to conveniently view, sample and purchase those goods from a mail order catalogue or Internet web site specialising in music, videos games images text and books goods in the consumer electronics, home entertainment, personal entertainment or consumer communications markets, or by means of telecommunications</p> <p>38 Telecommunication services Information advisory and consultancy services relating to communication services telecommunication services communication apparatus, equipment and accessories delivery of digital music, video, games or books by telecommunications providing access to digital music web sites on the internet, leasing access time to computer databases, transmission of information by electronic means assisting others in providing telecommunication services including communication to a global computer network broadcasting services and cable and satellite television communication services streaming media namely the delivery of multimedia content stored on a server to a computer portable media players, MP3 or other apparatus paging</p>						

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>services short messaging services (SMS), hiring, leasing and rental of telecommunications and server apparatus advisory services relating to the aforementioned services</p> <p>41 Education provision of training, entertainment, sporting and cultural activities provision of information relating to books authors literature and related events services for locating books and other printed matter publication and distribution of printed publications, publication of electronic books, publication of games and electronic games lending and rental of tapes cassettes discs DVDs mini-discs videos CDs, motion pictures, audio video or sound recording, audio equipment video cameras, cameras, photographic equipment camcorders lighting apparatus, news reporters services, lending library services information regarding education, entertainment sporting or cultural activities organisation production and presentation of events quizzes and competitions arranging and hosting of book signing events children's fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on line from a database via the Internet or any other communications network provision of on-line readings lists, distribution of films audio and video recordings and multimedia recordings all of the aforesaid services provided on-line by interactive means by means of short message services (SMS) multimedia message services and wireless application protocol (WAP) services instruction and information services relating to entertainment education and recreation religious education vocational guidance publishing, production editing, presentation, recording and rental of films audio and video recordings, multimedia recordings of radio and television programmes dissemination of educational material and video educational tapes electronic publications (non-downloadable) provided on-line from databases or the Internet advisory and consultancy services relating to the aforementioned</p>						

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registration Date	Renewal Date	Proprietor	Flag	Notes
					services						
					43 Cafeteria and coffee shop services services for the provision of food refreshments and drink						
Ireland		HATCHARDS	16	169146	16 Books, magazines, newspapers, manuals, catalogues, printed matter and printed publications, paper articles, cardboard articles, posters, cards, postcards, prints, photographs, paintings, stationery, greeting cards, folders, binders, files, clipboards, portfolios, albums, diaries, calendars, office requisites, writing instruments, paper clips, wrapping and packaging materials, ribbons, bows, tags, drawing instruments, drawing materials, artists' materials, stencils, labels, transfers and playing cards	19/10/1995		19/10/2022	Waterstones Booksellers Limited		Certificate missing Certified Copy received from Irish PO and sent to Simmons & Simmons. Amalgamated into 169145
Ireland		HATCHARDS	09 16	169145	09 Computers, keyboards, printers and visual units all for use with computers, computer software, computer games, parts and fittings for all the aforementioned goods, sound and/or video recordings in the form of discs or tapes 16 Books, magazines, newspapers, manuals, catalogues, printed matter and printed publications, paper articles, cardboard articles, posters, cards, postcards, prints, photographs, paintings, stationery, greeting cards, folders, binders, files, clipboards, portfolios, albums, diaries, calendars, office requisites, writing instruments, paper clips, wrapping and packaging materials, ribbons, bows, tags, drawing instruments, drawing materials, artists' materials, stencils, labels, transfers and playing cards	19/10/1995		19/10/2022	Waterstones Booksellers Limited		Certificate missing Certified Copy received from Irish PO and sent to Simmons & Simmons
Ireland		HODGES FIGGIS	09	171195	09 Computers, keyboards, printers and visual units all for use with computers, computer software, computer games, parts and fittings for the aforementioned goods, sound and/or video recordings in the form of discs or tapes	16/05/1995		16/05/2022	Waterstones Booksellers Limited		Certificate missing Certified Copy received from Irish PO and sent to Simmons & Simmons
Ireland		HODGES FIGGIS	16	171196	16 Books, magazines, newspapers, manuals, catalogues, printed matter and printed publications, paper articles, cardboard articles, posters, cards, postcards, prints, photographs, paintings, stationery, greeting cards, folders, binders, files, clipboards	16/05/1995		16/05/2022	Waterstones Booksellers Limited		Certificate missing Certified Copy received from Irish PO and sent to Simmons & Simmons

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					portfolios albums diaries, calendars, office requisites, writing instruments, paperclips wrapping and packaging materials, ribbons, bows tags drawing instruments, drawing materials, artists materials, stencils labels transfers and playing cards						Simmons
Malaysia		W WATERSTONES stylised	16	97007659	16 Printed Matter	11/06/1997		11/06/2014	Waterstone s Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
New Zealand		W WATERSTONES stylised	16	277779	16 Printed matter	05/06/1997		05/06/2014	Waterstone s Booksellers Limited		Certificate missing Certified Copy sent to Simmons & Simmons
Singapore		W WATERSTONES stylised	16	T97/0332 2A	16 Printed matter	24/03/1997		24/03/2017	Waterstone s Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
Switzerland		W WATERSTONE'S	09 16, 35, 41 43	559653	09 Sound recordings, music recordings, video recordings audiovisual recordings audio books CDs DVDs, SACDs, books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on-line from databases via the Internet or any other communications network 16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper, paper articles stationery gift vouchers book tokens book binding materials protective covers for books 35 The bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods in a retail outlet the bringing together, for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view,	29/07/2006		29/07/2016	Waterstones Booksellers Limited		Certificate Missing Swiss lawyer certified copy of certificate Certified copy sent to Simmons & Simmons 28 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>sample and purchase those goods from a mail order catalogue or Internet web site or by means of telecommunications, the provision of information and advice to prospective purchasers of goods including such services provided on-line from a database via the Internet or any other communications network, advertising and promotional services Incentive and loyalty schemes</p> <p>41 Provision of information relating to books, authors, literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation, production and presentation of events quizzes and competitions arranging and hosting of book signing events children s fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on-line from a database via the Internet or any other communications network provision of on line reading lists</p> <p>43 Cafeteria and coffee shop services services for the provision of food refreshments and drink</p>						
United Kingdom		BOOKCLOUD / BOOK CLOUD (Series of 2)	09 16 35 38, 41 42, 45	2639004	<p>09 Apparatus for recording, compressing, transmission or reproduction of sound or images telecommunication apparatus and accessories telecommunication kits and accessories for broadband telecommunication services and the Internet mobile telephones combined phones with cameras camcorders personal digital assistants (PDA) wireless communication devices compact disc players MP3 and MP4 players, video players and recorders, DVD players, writers and recorders CD players writers and recorders portable media players cases and fascias for all the aforesaid equipment PC drives hard drives flash memory drives disc drives tape drives modems headphones parts and fittings for all the aforesaid goods electronic circuit boards, computer program memory cartridges digital media player (DRM-less (digital rights management less) hardware) download recorders for cell phones or other apparatus for</p>	19/10/2012	26/04/2013	19/10/2022	Waterstones Booksellers Limited		

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>recording, magnetic data carriers CDs DVDs SACDs mini-discs, high definition DVDs, high density and definition media and hardware portal Media (pre recorded disks of sound audio digital and video recordings made available to consumers allowing instant communication), sound recordings, music recordings video recordings audiovisual recordings audio books books and other publications recorded on computer media downloadable sound, music, video, images games and texts computer software video games, computer games programs, software and cartridges for any type of games apparatus books and other publications recorded on computer media racks and cases all adapted to hold CDs, DVDs, SACDs, mini-discs or high definition DVDs computer software computer games programs games consoles, joysticks headphones drive consoles light guns keyboards fittings and parts for the aforesaid interactive computer systems computer interfaces to remote units electronic publications (downloadable) provided on-line from databases via the Internet or any other communications network</p> <p>16 Printed publications books comics periodicals magazines posters photographs, prints, albums stickers calendars greetings cards diaries manuals paper paper articles writing implements stationery gift vouchers, voucher books gift certificates, book and record tokens gift stationery gift wrappers gift packaging, gift tags</p> <p>35 Advertising, provision of advertising space through computer networks and websites dissemination of advertising messages the organisation and provision of loyalty card schemes and services the bringing together, for the benefit of others (including consumers) of a variety of goods namely books magazines products (whether or not in tangible form) carrying or containing music, products (whether or not in tangible form) carrying or containing audio-visual matter electronic games apparatus and equipment relating to any of the foregoing posters calendars, paper goods, writing implements, stationery and mouse</p>						

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					mats novelty items, gift sets badges keyrings fridge magnets and metal plaques and mugs, blank recording media, toys, playthings and games (including board games) and clothing and headgear enabling customers to conveniently view sample and purchase those goods from a retail outlet, mail order catalogue or internet web site						
					Telecommunications broadcasting and webcasting delivery of digital music video games or books by telecommunications providing access to digital music web sites on the Internet providing internet portals for uploading, downloading and sharing video clips and other digital content on-line leasing access time to computer databases providing internet chatrooms and virtual chatrooms providing on line forums, interactive bulletin boards and interactive communication services transmission of information messages text data multimedia content, videos and images by electronic means streaming media delivery of multimedia content to computers portable media players and other apparatus short messaging services (SMS) transmission of advertising material organising and providing online community forums for users to post search watch share critique, rate and comment on audio, video and other multimedia content provision of access time to the Internet providing access to lending and rental of media bearing audio matter audio visual matter texts images multimedia works and electronic games providing access to rental and lending of equipment for playing, recording, storing, compressing or otherwise processing audio matter audio-visual matter texts, images multimedia works and electronic games provision of access time to computers						
					41 Entertainment cultural activities and events publication of weblogs organisation production and presentation of social cultural and entertainment events, games, quizzes and competitions distribution of films audio and video recordings, electronic games and multimedia recordings interactive entertainment services, provision of interactive play and game areas provision of amusement centres electronic games						


Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>services provided on line or by means of a global computer network publishing production editing, presentation and recording of films, audio and video recordings images, texts and multimedia works lending and rental of media bearing audio matter audio-visual matter, texts, images multimedia works and electronic games for educational or entertainment purposes rental and lending of equipment for playing recording, storing, compressing or otherwise processing audio matter audio visual matter texts Images multimedia works and electronic games</p> <p>42 Computer services internet café services creation and hosting of internet web sites provision lending and rental of computers and equipment for storing, compressing or otherwise processing audio matter, audio-visual matter texts images multimedia works and electronic games hosting of digital content on the Internet and online facilities for hosting, sharing, organising and conducting online meetings gatherings forums chatrooms journals blogs and interactive discussions</p> <p>45 Social networking services Internet based social networking services</p>						
United Kingdom		BOOKCLOUD BOOK CLOUD (Series of 2)	09, 16, 35 38 41 42, 45	2470272	<p>09 Apparatus for recording, compressing, transmission or reproduction of sound or images telecommunication apparatus and accessories telecommunication kits and accessories for broadband telecommunication services and the Internet, mobile telephones combined phones with cameras camcorders personal digital assistants (PDA) wireless communication devices compact disc players MP3 and MP4 players video players and recorders DVD players, writers and recorders CD players writers and recorders, portable media players cases and fascias for all the aforesaid equipment PC drives hard drives, flash memory drives disc drives tape drives modems, headphones, parts and fittings for all the aforesaid goods electronic circuit boards, computer program memory cartridges digital media player (DRM less (digital rights management-less) hardware) download</p>	23/10/2007		23/10/2017	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011


Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					recorders for cell phones or other apparatus for recording, magnetic data carriers, CDs, DVDs, SACDs, mini-discs, high definition DVDs, high density and definition media and hardware, portal Media (pre-recorded disks of sound, audio, digital and video recordings made available to consumers allowing instant communication), sound recordings, music recordings, video recordings, audiovisual recordings, audio books, books and other publications recorded on computer media, downloadable sound, music, video images, games and texts, computer software, video games, computer games programs, software and cartridges for any type of games apparatus, games apparatus adapted for use with television receivers, books and other publications recorded on computer media, racks and cases, all adapted to hold CDs, DVDs, SACDs, mini discs or high definition DVDs, computer software, computer games programs, games consoles, joysticks, headphones, drive consoles, light guns, keyboards, fittings and parts for the aforesaid, games apparatus playable on TVs, screens, visual display units, monitors and computer screens, interactive games equipment to play games on TV screens, visual display units, monitors and computer screens, interactive computer systems, computer interfaces to remote units, electronic publications (downloadable) provided on line from databases, via the Internet or any other communications network.						
					16 Printed publications, books, comics, periodicals, magazines, posters, photographs, prints, albums, stickers, calendars, greetings cards, diaries, manuals, paper, paper articles, writing implements, stationery, gift vouchers, voucher books, gift certificates, book and record tokens, gift stationery, gift wrappers, gift packaging, gift tags.						
					35 Advertising, provision of advertising space through computer networks and websites, dissemination of advertising messages, the organisation and provision of loyalty card schemes and services, the bringing together for the benefit of others (including consumers), of a variety of goods, namely, books.						

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>magazines, products (whether or not in tangible form) carrying or containing music products (whether or not in tangible form) carrying or containing audio-visual matter, electronic games, apparatus and equipment relating to any of the foregoing, other goods in the consumer electronics or home entertainment or personal entertainment or consumer communications markets posters, calendars, paper goods writing implements, stationery and mouse mats novelty items gift sets badges, keyrings, fridge magnets and metal plaques and mugs blank recording media toys, playthings and games (including board games) and clothing and headgear, enabling customers to conveniently view sample and purchase those goods from a retail outlet, mail order catalogue or Internet web site</p> <p>38 Telecommunications broadcasting and webcasting delivery of digital music, video, games or books by telecommunications providing access to digital music web sites on the internet providing internet portals for uploading, downloading and sharing video clips and other digital content on-line leasing access time to computer databases providing Internet chatrooms and virtual chatrooms providing on line forums interactive bulletin boards and interactive communication services transmission of information, messages, text, data, multimedia content videos and images by electronic means streaming media delivery of multimedia content to computers, portable media players and other apparatus short messaging services (SMS) transmission of advertising material organising and providing online community forums for users to post search watch share critique rate and comment on audio video and other multimedia content provision of access time to the internet, providing access to lending and rental of media bearing audio matter audio visual matter texts images multimedia works and electronic games, providing access to, rental and lending of equipment for playing, recording, storing, compressing or otherwise processing audio matter audio-visual matter texts images multimedia works and electronic games hosting of digital content on the internet and</p>						

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					online facilities for hosting, sharing, organising and conducting online meetings, gatherings, forums, chatrooms, journals, blogs and interactive discussions; provision of access time to computers 41 Entertainment: cultural activities and events; publication of weblogs; organisation, production and presentation of social, cultural and entertainment events; games, quizzes and competitions; distribution of films, audio and video recordings, electronic games and multimedia recordings; interactive entertainment services; provision of interactive play and game areas; provision of amusement centres; electronic games services provided on line or by means of a global computer network; publishing; production; editing; presentation and recording of films, audio and video recordings; images, texts and multimedia works; lending and rental of media bearing audio matter, audio visual matter, texts, images, multimedia works and electronic games; for educational or entertainment purposes; rental and lending of equipment for playing, recording, storing, compressing or otherwise processing audio matter, audio visual matter, texts, images, multimedia works and electronic games 42 Computer services: internet café services; creation and hosting of internet web sites; provision, lending and rental of computers and equipment for storing, compressing or otherwise processing audio matter, audio visual matter, texts, images, multimedia works and electronic games 45 Social networking services: internet-based social networking services						
United Kingdom		DILLONS	09, 16	2020235	09 Cassettes, compact discs, videos, computer software, CD ROMs, computer games 16 Books, printed matter, greetings cards, posters, post cards, cards, prints, stationery, bookmarks, diaries, albums, calendars, wrapping and packaging materials, ribbons, bows and tags	11/05/1995		11/05/2015	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No.	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
United Kingdom		HATCHARDS	09, 16, 42	2020257	<p>09 Computers keyboards, printers and visual units all for use with computers computer software computer games parts and fittings for the aforementioned goods sound and/or video recordings in the form of discs or tapes</p> <p>16 Books magazines newspapers manuals catalogues printed matter and printed publications paper cardboard posters cards postcards prints photographs paintings stationery greeting cards folders, binders, files, clipboards, portfolios, albums, diaries calendars office requisites writing instruments paper clips wrapping and packaging materials, ribbons, bows, tags, drawing instruments, drawing materials, artists materials stencils, labels transfers and playing cards</p> <p>42 Quality control, selection and testing services</p>	11/05/1995		11/05/2015	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
United Kingdom		MALARKEY	16 35 41	23532178	<p>16 Magazines, children's magazines books, children's books periodicals journals, posters, calendars printed matter</p> <p>35 Advertising services in relation to magazine or other publication titles advertising provided in magazines or other publications all the above excluding advertising provided via the Internet</p> <p>41 Provision of on line magazines and other publications (non-downloadable) from websites or the Internet electronic games services provided by means of the Internet or through websites competitions (for entertainment or educational purposes) fan club services</p>	13/01/2004		13/01/2014	Ottakar's Limited		Registration Certificate Missing UK IPO Certified Copy sent to Simmons & Simmons 16 June 2011
United Kingdom		THE BIG BOOK BANK	16 41	2486259	<p>16 Books</p> <p>41 Consultation services relating to the publication of books information services relating to books publication of books, publishing services for books, provision of books for educational purposes</p>	29/04/2008		29/04/2018	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011





Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
United Kingdom		W WATERSTONE S W Waterstone s (stylised) (series of 3)	09 16 35 41, 43	2437016	<p>09 Sound recordings music recordings video recordings audiovisual recordings audio books CDs DVDs, SACDs, books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases via the Internet or any other communications network</p> <p>16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials, protective covers for books</p> <p>35 Retail bookseller services, retail services relating to books and other printed matter and publications the bringing together, for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on-line from a database via the Internet or any other communications network, advertising and promotional services incentive and loyalty schemes</p> <p>41 Provision of information relating to books authors, literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation, production and presentation of events, quizzes and competitions arranging and hosting of book signing events, children s fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on-line from a database via the Internet or any other communications network</p>	27/10/2006		27/10/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					provision of on line readings lists						
United Kingdom		W WATERSTONES BOOKSELLERS oval device	16	1466247	43 Cafeteria and coffee shop services services for the provision of food refreshments and drink 16 Printed matter books stationery and greeting cards all included in class 16	04/06/1991		04/06/2018	Waterstones Booksellers Limited		Registration Certificate missing UK IPO Certified Copy sent to Simmons & Simmons 16 June 2011
United Kingdom		WATERSTONE'S	09 16 35 41, 43	2436907	09 Sound recordings, music recordings, video recordings audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media, computer software computer games programs electronic publications (downloadable) provided on-line from databases via the Internet or any other communications network 16 Printed matter printed publications books periodicals magazines posters photographs calendars greeting cards paper paper articles stationery gift vouchers book tokens book binding materials protective covers for books 35 Retail bookseller services retail services relating to books and other printed matter and publications the bringing together, for the benefit of others, of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods in a retail outlet, the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications, the provision of information and advice to prospective purchasers of goods including such services provided on line from a database via the Internet or any other communications network advertising and promotional services incentive and	27/10/2006		27/10/2016	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					loyalty schemes 41 Provision of information relating to books authors literature and related events services for locating books and other printed matter Registration publication and distribution of printed publications organisation production and presentation of events quizzes and competitions arranging and hosting of book-signing events, children s fun days and other activities with authors provision of on line electronic publications (not downloadable) book reviews and reviews of other publications provided on line from a database via the Internet or any other communications network provision of on line reading lists 43 Cafeteria and coffee shop services services for the provision of food refreshments and drink						
United Kingdom		WATERSTONE S BOOKSEARCH	41	2181547	41 Information relating to books and other printed matter services for locating books and other printed matter, publication of books and other printed matter	07/11/1998		07/11/2018	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011
United Kingdom		WATERSTONE S DISCOVER SOMETHING NEW	09, 16, 35, 41 43	2516457	09 Sound recordings music recordings video recordings, audiovisual recordings audio books CDs DVDs SACDs books and other publications recorded on computer media computer software computer games programs electronic publications (downloadable) provided on line from databases, via the Internet or any other communications network 16 Printed matter printed publications books periodicals magazines, posters photographs calendars greeting cards paper paper articles, stationery gift vouchers book tokens book binding materials protective covers for books 35 Retail services connected with books and other printed matter and publications, the bringing together for the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view, sample and purchase those goods in a retail outlet the bringing together for	21/05/2009		21/05/2019	Waterstones Booksellers Limited		Registration Certificate sent to Simmons & Simmons 16 June 2011

Jurisdiction	Device	Title	Classes	Reg. No	Specification	Date Filed	Registr'n Date	Renewal Date	Proprietor	Flag	Notes
					<p>the benefit of others of a variety of books and other printed matter and printed publications enabling customers to conveniently view sample and purchase those goods from a mail order catalogue or internet web site or by means of telecommunications the provision of information and advice to prospective purchasers of goods including such services provided on line from a database, via the Internet or any other communications network advertising and promotional services incentive and loyalty schemes</p> <p>41. Provision of information relating to books, authors literature and related events services for locating books and other printed matter publication and distribution of printed publications organisation production and presentation of events, quizzes and competitions arranging and hosting of book-signing events children's fun days and other activities with authors provision of on-line electronic publications (not downloadable), book reviews and reviews of other publications provided on-line from a database, via the Internet or any other communications network provision of on line readings lists.</p> <p>43. Cafeteria and coffee shop services services for the provision of food, refreshments and drink</p>						
United States of America		WATERSTONE S	42	1752046	42. Details of a catalog and mail order services in the field of books, calendars, cards stationery newspapers periodicals maps posters recorded music and travel services	09/02/1993		09/02/2023	Waterstones Booksellers Limited		Certificate missing Certified Copy sent to Simmons

SCHEDULE 2
INTELLECTUAL PROPERTY – REGISTRATION

Jurisdiction	Device	Title	Classes	Reg. No.
European Community		W Device	09, 16, 35, 41, 42	009102781
European Community	waterstone's	WATERSTONE'S Stylised	09, 16, 35, 41, 43	009102741
European Community		WATERSTONE'S	09, 16, 35, 38, 41, 42	002049823
European Community		W Waterstone's (white on black)	09, 16, 35, 41, 43	005421599
European Community		W WATERSTONES Stylised	16	00468645
United Kingdom		HATCHARDS	09, 16, 42	2020257
United Kingdom		W WATERSTONE'S W Waterstone's (stylised) (series of 3)	09, 16, 35, 41, 43	2437016
United Kingdom		WATERSTONE'S	09, 16, 35, 41, 43	2436907
European Community		WATERSTONES	09, 16, 35, 41, 43	010764967
European Community		FEEL EVERY WORD		9081456
Ireland		HATCHARDS		169145
United Kingdom		WATERSTONE'S DISCOVER SOMETHING NEW		2516457
United Kingdom		BOOKCLOUD BOOK CLOUD (series of 2)		2470272
United Kingdom		WATERSTONES BOOKSELLERS (oval device)		1466247
United Kingdom		WATERSTONE'S		2181547

Jurisdiction	Device	Title	Classes	Reg. No.
		BOOKSEARCH		

SCHEDULE 3
ASSIGNMENT: RELEVANT LOANS

PART A
NOTICE OF ASSIGNMENT

To [Waterstones Booksellers [Amsterdam BV]/[Ireland Limited]]

Date [•]

Dear Sirs,

- 1 We hereby give you notice that we have assigned to Russian Commercial Bank (Cyprus) Ltd (the "**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [•] 2013 all our right, title and interest in and to all moneys payable by you to us under the loan agreement entered into by Waterstones Booksellers Limited as lender and Waterstones Booksellers [Amsterdam BV]/[Ireland Limited]¹ as borrower and dated 23 April 2012 (the "**Waterstones [Amsterdam]/[Ireland]**² Loan Agreement")
- 2 We shall continue to be solely responsible for the performance of our obligations under or in connection with the Waterstones [Amsterdam]/[Ireland]³ Loan Agreement.
- 3 With effect from the date of your receipt of this notice
 - (a) all payments by you to us under or arising from the Waterstones [Amsterdam/Ireland]⁴ Loan Agreement (the "**Payments**") shall be paid to, or at the direction of the Security Agent, as it may specify in writing from time to time,
 - (b) all remedies provided for in the Waterstones [Amsterdam]/[Ireland]⁵ Loan Agreement or available at law or in equity shall be exercisable by, or at the direction of, the Security Agent, and
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Payments shall belong to the Security Agent
- 4 You are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Waterstones

¹ Delete as applicable

² Delete as applicable

³ Delete as applicable

⁴ Delete as applicable

⁵ Delete as applicable

[Amsterdam]/[Ireland]⁶ Loan Agreement as it may from time to time request and to send copies of all notices issued by you under the Waterstones [Amsterdam]/[Ireland]⁷ Loan Agreement to the Security Agent as well as to us

- 5 These instructions may not be revoked, nor may the terms of the Waterstones [Amsterdam]/[Ireland]⁸ Loan Agreement be amended, varied, waived or terminated, without the prior written consent of the Security Agent
- 6 Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]
- 7 This notice and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

For and on behalf of
Waterstones Booksellers Limited

We confirm our agreement to the terms of this notice and instruct you, in accordance with Clause 3 of this notice, and with effect from the date of your receipt of this notice, that

- (a) [the Payments shall be made to Waterstones Booksellers Limited, and]
- (b) all remedies provided for in the Waterstones [Amsterdam]/[Ireland]⁹ Loan Agreement (or otherwise available) in respect of the Payments shall be exercisable for and on behalf of Waterstones Booksellers Limited,

[in each case] until you receive written notification from us to the contrary

For and on behalf of
Russian Commercial Bank (Cyprus) Ltd

By

Dated

⁶ Delete as applicable

⁷ Delete as applicable

⁸ Delete as applicable

⁹ Delete as applicable

PART B
ACKNOWLEDGEMENT OF ASSIGNMENT

[On copy only]

To Russian Commercial Bank (Cyprus) Ltd

Date [•]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Payments and that we will comply with the terms of the notice from Waterstones Booksellers Limited

We further confirm that

- (a) we have not claimed or exercised, have no outstanding right to claim or exercise, and will not exercise, any right of set-off, counterclaim or other right relating to the Payments, and
- (b) no amendment, waiver or release of any rights, interests and benefits in and to the Payments shall be effective without your prior written consent

We acknowledge receipt of instructions from you in connection with the assignment of the Waterstones [Amsterdam/Ireland] ¹⁰ Loan Agreement and confirm that we shall act in accordance with them until we receive written notification from you to the contrary

For and on behalf of

Waterstones Booksellers [Amsterdam BV]/[Ireland Limited]¹¹

By

Dated

¹⁰ Delete as applicable

¹¹ Delete as applicable

EXECUTION PAGE TO DEBENTURE

Chargor

**EXECUTED AS A DEED by
WATERSTONES BOOKSELLERS LIMITED**

acting by **MARTIN MILES**

)
)
)
)
)
)
)

Signature of witness.

Name (in BLOCK CAPITALS): **BRUCE GRIPTON**

Address:

Security Agent

Signed by
RUSSIAN COMMERCIAL BANK (CYPRUS) LTD

for and on its behalf
by its duly authorised
Officer

)
)
)
)
)
)
)

EXECUTION PAGE TO DEBENTURE

Chargor

EXECUTED AS A DEED by)
WATERSTONES BOOKSELLERS LIMITED)

acting by:)
)

Signature of witness

Name (in BLOCK CAPITALS)

Address

Security Agent

Signed by)
RUSSIAN COMMERCIAL BANK (CYPRUS) LTD)

for and on its behalf)
by its duly authorised)
Officer)

[Redacted Signature]

Sotirios Zachreas, Director

[Redacted Signature]

Manolis Loizides, Director

Clifford Chance LLP

Dominic Liatner

Room 26s2

0207 006 1098