

MR01

Particulars of a charge

232149/13



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 MR0

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, which must be scanned and placed on the public record.



A43 *A273NYIR* #17
26/04/2013
COMPANIES HOUSE

1 Company details

Company number 0 7 2 5 4 6 0 5
Company name in full Cooper Gay Swett & Crawford Limited

6 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d6 m0 m4 y2 y0 y1 y3

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 Morgan Stanley Senior Funding, Inc

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

Nil

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 Allen & Overy LLP
on behalf of the Collateral Agent X

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

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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 JEMO / 0101839-0000002

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



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: 7254605

Charge code: 0725 4605 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2013 and created by COOPER GAY SWETT & CRAWFORD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2013

Poj

Given at Companies House, Cardiff on 1st May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Except for material redacted pursuant to s. 859G of the Companies Act 2006 I Certify that this is a correct copy of the original document.

then a Overy LLP

25.04.13

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of April 16, 2013 (this "**Agreement**"), is made among COOPER GAY SWETT & CRAWFORD LIMITED, a United Kingdom limited company located at 52 Leadenhall Street, London, EC3A 2EB, United Kingdom, (the "**Grantor**"), and MORGAN STANLEY SENIOR FUNDING, INC ("**MSSF**"), as collateral agent (in such capacity, the "**Collateral Agent**")

Reference is made to the Credit Agreement (Second Lien), dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among the Borrower, the Company, the lenders from time to time party thereto and MSSF, as administrative agent and collateral agent. Reference is further made to the U.S. Collateral Agreement (Second Lien), dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien U.S. Collateral Agreement**"), among the grantor parties thereto, including certain Affiliates of the Grantor, and MSSF, as collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Company, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1 Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Credit Agreement. The rules of construction specified in Section 1.02 of the Second Lien Credit Agreement also apply to this Agreement.

"**Secured Parties**" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) each counterparty to any Secured Hedging Agreement, (e) each Cash Management Bank that is party to a Secured Cash Management Agreement, and (g) each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Article VIII of the Credit Agreement.

"**Trademarks**" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States federal trademark applications and registrations listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (in each case and in relation to the Company, except for any obligations which, if it were so included, would result in this Agreement contravening section 678 or 679 of the Companies Act), the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "**Security Interest**") in all

right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**")

(a) All Trademarks, including those listed on Schedule I, and

(b) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing,

provided that, in no event shall the Trademarks included in the foregoing Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of the Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom

SECTION 3 Representations and Warranties The Grantor represents and warrants to the Collateral Agent and the Secured Parties that

(a) The information set forth in Schedule I hereto (including the exact legal name of the Grantor and the jurisdiction of organization of the Grantor) is correct and complete in all material respects (other than the legal name and jurisdiction of organization, which are correct and complete in all respects) as of the Closing Date. As of the Closing Date, the Grantor has no ownership interest in, or title to, any United States Trademark except as set forth in Schedule I of this Agreement

SECTION 4 Recordation This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement

SECTION 5 Grantor Intent The Grantor expressly confirms that it intends that this Agreement shall extend from time to time to any (however fundamental) variation, supplement, increase, extension or addition of or to this Agreement and/or any amount secured by this Agreement

SECTION 6 Intercreditor Notwithstanding anything herein to the contrary, the lien and security interest granted to MSSF, as Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by MSSF in its capacity as Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among MSSF, as First Lien Agent and Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control

SECTION 7 Term The term of this Agreement shall be co-terminus with the Second Lien Credit Agreement as its term is set forth therein

SECTION 8 Counterparts This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by pdf, tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 9 Binding Effect This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated or permitted by this Agreement or the Second Lien Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 10 Further Assurances

(a) The Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Trademark Collateral or any part thereof and amendments thereto that (i) indicate the Trademark Collateral as collateral subject to a security interest, and (ii) contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor. The Grantor agrees to provide such information to the Collateral Agent promptly upon reasonable request.

(b) The Collateral Agent is further authorized to file with the United States Patent and Trademark Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor in the Trademark Collateral and naming the Grantor as debtor and the Collateral Agent as secured party.

(c) The Grantor will furnish to the Collateral Agent at the time of the delivery of the financial statements provided for in Sections 5.04(a) of the First Lien Credit Agreement, a schedule setting forth any additional (i) Registered Intellectual Property owned by the Grantor or (ii) material Registered Intellectual Property (as defined in the U.S. Collateral Agreement) exclusively licensed from a third party to the Grantor, in each case, which has not been previously disclosed to the Collateral Agent, following the Closing Date (or following the date of the last supplement provided to the Collateral Agent pursuant to this Section 9), all in reasonable detail.


SECTION 11 Applicable Law THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written

EXECUTED as a DEED by

COOPER GAY SWETT & CRAWFORD LIMITED

By


Name PHILIP ROCK
Title Director

Witnessed by


Name TRACY RAND

Occupation SECRETARY

Address



Acknowledged and Agreed by

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By 

Name Nehal Abdel Hakim

Title Authorized Signatory

**SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

LICENSES

NONE


UNITED STATES PATENTS

NONE

UNITED STATES COPYRIGHTS

NONE

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>JURISDICTION</u>	<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Cooper Gay Swett & Crawford Limited	England & Wales		85139914	09/28/2010	4062263	11/29/2011
Cooper Gay Swett & Crawford Limited	England & Wales	CGSC	85139903	09/28/2010	4062262	11/29/2011