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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ 13 ]

57395

Name of company

\* ILFORD LIMITED

Date of creation of the charge

23 December 1997

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

Patent Security Agreement

Amount secured by the mortgage or charge

Please see Attachment 1

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

UNION BANK OF SWITZERLAND  
Bahnhofstrasse 45  
8021  
Zurich, Switzerland

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
LONDON  
EC2A 2HA

MXH/383591

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KR3XR20S\* 2916  
COMPANIES HOUSE 08/01/98

Short particulars of all the property mortgaged or charged

Please see Attachment 2

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in black type, or  
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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 7 January 1998

On behalf of [company] [mortgagee/chargee] †

† delete as  
appropriate

## NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

**Attachment 1 to Form 395**

**ILFORD LIMITED**

**Company No.: 57395**

Amount secured by the Patent Security Agreement:

All money and liabilities now or hereafter due, owing or incurred to the Finance Parties (or any of them) by any Obligor under the Finance Documents (or any of them) (and any document supplemental thereto) in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon (as calculated in accordance with the terms of the Facilities Agreement) and all costs, charges and expenses incurred in connection therewith.

Words not defined above are defined at Annexure A.

**Attachment 2 to Form 395**

**ILFORD LIMITED**  
**Company No.: 57395**

Short particulars of all the property mortgaged or charged:

Under the Patent Security Agreement, Grantor granted to Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application, including each Patent and Patent application referred to in Schedule I annexed to the Patent Security Agreement (see Annexure B);
- (ii) each Patent License including each Patent License listed in Schedule I annexed to the Patent Security Agreement (see Annexure B).

The security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor further acknowledged and affirmed that rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted under the Patent Security Agreement are more fully set forth in the Security Agreement and the Facilities Agreement, the terms and provisions of which are incorporated by reference as if fully set forth in the Patent Security Agreement.

The Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to the conflicts of law principles thereof.

At any time and from time to time, upon the written request of the Agent, and at the sole expense of the Grantor, the Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Patent Security Agreement and of the rights and powers granted therein, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created thereby or any document (including the Security Agreement) with the U.S. Patent and Trademark Office or elsewhere.

**Annexure A to Form 395**

**ILFORD LIMITED**  
**Company No.: 57395**

**"Facilities Agreement"** means the US\$118,000,000 Multicurrency Term Loan and Revolving Credit Facilities Agreement dated 17 December 1997 and made between, inter alia, the parent of the Grantor, The Governor and Company of the Bank of Scotland and Union Bank of Switzerland as Original Banks and Union Bank of Switzerland as Agent and Security Agent under which the Banks made certain facilities available to the parent of the Grantor;

**"Finance Documents"** means the Facilities Agreement, the Ancillary Documents, each Security Document, the Hedging Agreement, the Intercreditor Deed, each Accession Document, each Transfer Certificate and the Fees Letter (each as defined in the Facilities Agreement);

**"Grantor"** means Ilford Limited, Company No. 57395;

**"Grantee"** means Union Bank of Switzerland, Zurich;

**"Liens"** means any Security Interest (as defined in the Facilities Agreement);

**"Obligor"** means the parent of the Grantor, each other Borrower, Guarantor and other Group Company (each as defined in the Facilities Agreement) which has undertaken (or in the future undertakes) obligations to a Finance Party or Finance Parties (as defined in the Facilities Agreement) pursuant to one or more Finance Documents and **"Obligor"** means any of them;

**"Patents"** means (a) all letters patent of the United States and any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States and any other country and all divisions, continuations and continuations-in-part;

**"Patent Licence"** means all agreements, whether written or oral, providing for the grant by a Charging Company (as defined in the Security Agreement) or to a Charging Company of any right to manufacture, use or sell any invention covered by a Patent;

**"Security Agreement"** means the group debenture dated 23 December 1997 and entered into, inter alia, between the Grantor and the Grantee;

**Annexure B to Form 395**

**ILFORD LIMITED**  
**Company No.: 57395**

**SCHEDULE I**

**PATENTS**

**UNITED STATES ISSUED PATENTS**

<b>PATENT NO.</b>	<b>TITLE/SUBJECT MATTER</b>	<b>ISSUE DATE</b>
5,376,510	Lig. Developer concentrate – contg. ascorbic acid cpd. as developing agent.	December 27, 1994
5,358,832	Fixing bath for developed silver halide photographic material	October 25, 1994
5,333,026	Photographic material processor	July 26, 1994
5,210,010	Developer concentrate for monochrome silver halide materials	May 11, 1993
5,360,701	Paper-polyethylene laminates for roll film assemblies	November 1, 1994
5,141,845	Spectrally sensitised photographic silver halide emulsions	August 25, 1992
5,142,384	Article with external display hologram	August 25, 1992
5,104,914	Mono-sized polymer particle dispersions	April 14, 1992
4,976,799	Laminated holograms	November, 1990
4,992,346	Processing silver halide holograms	February 12, 1991
5,003,386	Copying holograms using light modulating array	March 26, 1991
5,009,991	Silver halide twinned crystal emulsion preparation	April 23, 1991
5,017,469	Silver halide twinned crystal emulsion preparation	May 21, 1991
4,987,479	Hologram production for display purposes	January 22, 1991
4,989,071	Preparing colour separation holographic master	January 29, 1991
4,966,440	Hologram with swellable hydrophilic coat contg. Dyestruff	October 30, 1990
4,895,419	Contact copying of reflection or volume holograms	January 23, 1990

4,977,047	Method of preparation of hologram of silver halide in gelating binder type	December 11, 1990
4,902,612	Photographic coating solutions stable to shear forces	February 20, 1990
4,996,141	New monomethine of thiazolidinyliidenemethyl benzoxazolium type	February 26, 1991
5,017,667	Silver halide photographic material containing latex of colour coupler	May 21, 1991
4,933,754	Modified photographic print producing appts.	June 12, 1990
4,948,714	New aryl-tetrazole-thiol development inhibitor releasing compounds	August 14, 1990
4,836,628	Holographic film material	June 6, 1989
4,803,151	Photographic material for silver dye bleach process	February 7, 1989
4,769,300	Holograms containing gelatin binders	September 6, 1988
4,769,301	Holograms with gelatin binder are treated with polymer solution	September 6, 1988
4,816,360	Multicolour holograms containing gelatin	March 28, 1989
4,788,115	Preparation of holograms containing gelatin to give a bathochromic shift	November 29, 1988
4,728,601	New tetraaza indene compounds	March 1, 1988
4,687,846	New photographic developing agents	August 18, 1987
4,732,981	New photographic developing agents	March 22, 1988
4,917,992	New photographic developing agents	April 17, 1990
4,704,349	Photographic direct positive emulsions	November 11, 1987
4,650,339	Photographic emulsion	March 17, 1987

#### PATENT LICENSES

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00057395

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PATENT SECURITY AGREEMENT DATED THE 23rd DECEMBER 1997 AND CREATED BY ILFORD LIMITED FOR SECURING IN FAVOUR UNION BANK OF SWITZERLAND ALL MONEY AND LIABILITIES NOW OR HEREAFTER DUE OWING OR INCURRED TO THE FINANCE PARTIES (OR ANY OF THEM) BY ANY OBLIGOR UNDER THE FINANCE DOCUMENTS (OR ANY OF THEM) (AND ANY DOCUMENT SUPPLEMENTAL THERETO) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JANUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JANUARY 1998.

A handwritten signature in dark ink, appearing to read 'A. J. WICKHAM'.

A. J. WICKHAM

for the Registrar of Companies



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

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12/1  
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