

# MR01

## Particulars of a charge

648382/39

**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](http://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 the  
instrument Use form MR01

Please return  
via

CH London Counter

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 the form is 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. **Do not send the original**



LD3

\*L493OFA9\*  
08/06/2015  
COMPANIES HOUSE

#37

### 1 Company details

Company number 00103844  
Company name in full Asprey Holdings Limited

23

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 29/05/2015

### 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 Tynedale Limited

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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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The intellectual property described in schedule 1 to the agreement.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**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)

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**Signature**

Please sign the form here

Signature

Signature

X Dentons UK MEA LLP

X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name **AXXO/MJH/098991 00001**

Company name **Dentons UKMEA LLP**

Address **One Fleet Place**

Post town **London**

County/Region

Postcode **E C 4 M 7 W S**

Country

DX **DX 242 LONDON/CHANCERY LANE**

Telephone **+44 20 7242 1212**



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 103844

Charge code: 0010 3844 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2015 and created by ASPREY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2015

Given at Companies House, Cardiff on 16th June 2015



**Companies House**



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

We certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Signed

*Dentons UKMEALLP*

Dentons UKMEALLP

Date

*5 June 2015*

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of May, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Tynedale Limited

### WITNESSETH

WHEREAS Asprey International entered into a US\$22,000,000 Secured Loan Note Instrument dated 13 December 2013 between Asprey International, Tenax Credit Opportunities Fund Ireland Limited ("Tenax") and Tyndale (the "Secured Loan Notes Instrument"); and

WHEREAS, the Grantors, Gordon Brothers Finance Company LLC and Gordon Brothers Finance Company entered into an amended and restated Credit Agreement dated on or about the date of this Security Agreement (the "Credit Agreement") in order to amongst other things refinance the loan notes issued to Tenax pursuant to the Secured Loan Note Instrument; and

WHEREAS, Asprey International, Tenax and Tyndale entered into on or about the date of this Security Agreement an amendment and restatement agreement in respect of the Secured Loan Notes Instrument (the "Amendment and Restatement Agreement") in order to allow for the refinancing of the loan notes issued to Tenax; and

WHEREAS, Tyndale is willing to make the financial accommodations to Asprey International in accordance with the Secured Loan Note Instrument as amended and restated by the Amendment and Restatement Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Tyndale the Security Agreement, dated as of May 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Tyndale this Trademark Security Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows.

1 Defined Terms All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (including by cross reference to another document), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2 Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Tyndale to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral")

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I,

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or

dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3 Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Tynedale whether or not they are unenforceable or not allowable due to the existence of a case under the U S Bankruptcy Code involving any Grantor.

4 Security Agreement The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Tynedale pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Tynedale with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5 Authorization to Supplement. Grantors shall give Tynedale not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Tynedale unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Tynedale's continuing security interest in all Collateral, whether or not listed on Schedule I.

6 Counterparts This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

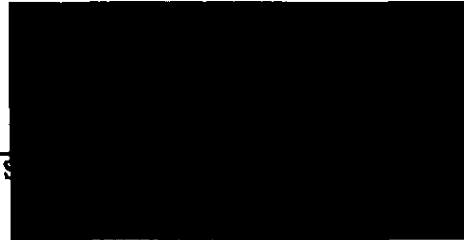
7 CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

Signed by John Rigas, as )  
Director for and on behalf of )  
ASPREY HOLDINGS )  
LIMITED )



ACCEPTED AND ACKNOWLEDGED BY:

TYNEDALE LIMITED

By. 





Name: *M J HARVEY*

Title: *Attorney in fact*



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Asprey Holdings	PURPLE WATER	3540487	12/2/2008	12/2/2018
Asprey Holdings	ASPREY	4259788	12/18/2012	12/18/2022
Asprey Holdings	 IT CAN BE DONE	3746963	2/9/2010	2/9/2020
Asprey Holdings	ASPREY	3651351	7/7/2009	7/7/2019
Asprey Holdings	 167 NEW BOND STREET - LONDON -	3221016	3/27/2007	3/27/2017
Asprey Holdings	PURPLE WATER	2993711	9/13/2005	9/13/2015
Asprey Holdings		3031058	12/20/2005	12/20/2015
Asprey Holdings	ASPREY	2271803	8/24/1999	8/24/2019
Asprey Holdings	ASPREY	2320207	2/22/2000	2/22/2020
Asprey Holdings	ASPREY	2295152	11/30/1999	11/30/2019
Asprey Holdings	ASPREY	2336627	2/16/1999	2/16/2019
Asprey Holdings	ASPREY	2462024	11/30/1999	11/30/2019
Asprey Holdings		1925944	10/10/1995	10/10/2015

Asprey Holdings	ASPREY	1378032	1/14/1986	1/14/2016
Asprey Holdings	ASPREY	1054167	12/7/1976	12/7/2016
Asprey Holdings	ASPREY	0529133	8/15/1950	8/15/2020
Asprey Holdings	ASPREY	0532072	10/17/1950	10/17/2020