

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

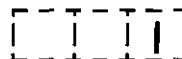
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01180342

Name of company

* Anstey Wallpaper Company Limited (the **Chargor**)

Date of creation of the charge

23 July 2004

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

Debenture (the **Debenture**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to Burdale except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (or its equivalent in any other jurisdiction) (**Secured Liabilities**).

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

Burdale Financial Limited of 53 Queen Anne Street, London (**Burdale**)

Postcode W1G 9HP

Please return via

H London Counter

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

CLOM/49540.00028/6767667

Time critical reference

For official Use
Mortgage Section

Post room



LD9
COMPANIES HOUSE

0388
30/07/04

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

1. The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.2.7 of the Debenture:
- (a) charged in favour of Burdale by way of a first legal mortgage all the property (if any) belonging to it at the date of the Debenture and specified in the Schedule of this Form 395 and all other interests in any freehold or leasehold property at the date of the Debenture or in the future belonging to it; and
 - (b) charged in favour of Burdale by way of a first fixed charge:
 - (i) (to the extent that they are not above all interests in any freehold or leasehold property at the date of the Debenture or in the future belonging to it;

cont'd 6767692

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Denton Wilde Septe

Date 29 July 2004

On behalf of [company] [XXXXXXXXXXXXXXXXXXXXX/chargee]

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

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Chargor Number

00180342

Name of company

Anstey Wallpaper Company Limited

Cont'd from 6767667

- (ii) all Equipment (other than any Specified Equipment effectively mortgaged to Burdale by way of a first legal mortgage pursuant to Clause 1(e) below) at the date of the Debenture or in the future belonging to it and its interest in any such Equipment in its possession at the date of the Debenture or in the future;
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them;
 - (v) its goodwill and its uncalled capital both present and future;
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it;
 - (viii) its rights under any hedging arrangements;
 - (ix) any of its beneficial interest, claim or entitlement in any pension fund;
 - (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
 - (xi) its Intellectual Property now or in the future subject to any necessary (as at the date of this Deed) third party's consent to such charge being obtained. To the extent that such Intellectual Property is not capable of being charged (whether by reason of lack of any such consent or otherwise) the charge purported to be effected by this clause shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive from such Intellectual Property or be awarded or entitled to in respect of such Intellectual Property as continuing security for the payment, discharge and performance of the Secured Liabilities
- (c) mortgaged and charged and agreed to mortgage and charge to Burdale all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (d) mortgaged and charged and agreed to mortgage and charge to Burdale all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

Chargor Number

00180342

Name of company

Anstey Wallpaper Company Limited

(e) mortgaged and charged and agreed to mortgage and charge to Burdale the same to be a security by way of a first mortgage all of its right, title and interest in and to:

(i) the Specified Equipment;

(ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment.

2 Each Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.2.7 of the Debenture charged in favour of Burdale by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 2 of the Debenture.

3 **Restrictions on dealings:** The Chargor shall not:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Deed;
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge referred to at Clause 2 above and except as provided for under the Finance Documents; or
- (c) make an application, or consent or concede to the application by any third party, to the Land Registrar to make any entry on the register of title of the Mortgaged Property or any Security Asset or any part thereof, as the case may be.

4 Definitions

Blocked Accounts is defined in the Facility Agreement.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Blocked Accounts and the Other Accounts.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 of the Debenture.

Chargor Number

00180342

Name of company

Anstey Wallpaper Company Limited

Equipment means (save to the extent that any such items form part of such Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by any Chargor and property (other than Fixtures) on the date of the Debenture or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

Facility Agreement means the facility agreement dated 23 July 2004 between Walker Greenbank PLC and others as Facility Companies and/or Guarantors and Burdale.

Facility Company is defined in the Facility Agreement.

Finance Documents is defined in the Facility Agreement.

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property.

Group Shares means all shares specified in Schedule 4 of the Debenture or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 4 of the Debenture or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Debenture or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time;

Insurances means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest).

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property.

Know-how means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by any Chargor and relating to its business, which is not in the public domain.

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture.

Obligors is defined in the Facility Agreement.

Other Accounts means the bank accounts of the Chargors specified in Schedule 5 of the Debenture and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as Burdale may permit.

Chargor Number

00180342

Name of company

Anstey Wallpaper Company Limited

Permitted Security Interest means any Security Interest which any Chargor is permitted to create or maintain under the terms of the Facility Agreement.

Premises means any building or other edifice on the Mortgaged Property or other Security Asset.

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

Security Assets means all assets of each Chargor the subject of any security created by this Deed (and includes the Mortgaged Property).

Security Interest is defined in the Facility Agreement.

Specified Equipment means the Equipment (if any) specified in Schedule 8 of the Debenture or in the Schedule to any Deed of Accession.

- 5 **Specified Intellectual Property** means the registered Intellectual Property (if any) specified in the Schedule of this Form 395 or in the Schedule to any Deed of Accession.

Schedule 1

Specified Intellectual Property

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Cirka	Anstey Wallpaper Company Limited	Community	16	24	27	1432533	1432533	13/12/1999	27/02/2001	13/12/2009
Cirka	Anstey Wallpaper Company Limited	UK	24	27		2183626	2183626	03/12/1998	14/01/2000	03/12/2008
Cirka@Home	Anstey Wallpaper Company Limited	Community	24	27	42	1927995		16/10/2000		16/10/2010
Colour Fayre	Anstey Wallpaper Company Limited	UK		27		2237183	2237183	26/06/2000	26/06/2000	26/06/2010
Roll with it	Anstey Wallpaper Company Limited	Community	24	27		1758143	1758143	06/07/2000	07/09/2001	06/07/2010
Touch of Velvet	Anstey Wallpaper Company Limited	UK	24	27		2180009	2180009	19/10/1998	04/02/2000	19/10/2008
Carnival	Harlequin Fabrics & Wallcoverings Limited	Canada	24	27		697331	412412	17/01/1992	14/05/1993	14/05/2008
Carnival	Harlequin Fabrics & Wallcoverings Limited	Indonesia	24			D95-16081	360594	07/09/1995	15/04/1997	07/09/2004
Carnival	Harlequin Fabrics & Wallcoverings Limited	Indonesia		27		D95-16082	360009	07/09/1995	16/12/1996	07/09/2004
Carnival	Harlequin Fabrics & Wallcoverings Limited	Ireland	24			191/92	146059	15/01/1992	02/03/1994	15/01/2009
Carnival	Harlequin Fabrics & Wallcoverings Limited	Ireland		27		192-92	146060	15/01/1992	02/03/1994	15/01/2009
Carnival	Harlequin Fabrics & Wallcoverings Limited	Singapore	24			6734/95	6734/95	24/07/1995	24/07/1995	24/07/2005
Carnival	Harlequin Fabrics & Wallcoverings Limited	Switzerland	19	24		769/1992.8	395466	15/01/1992	01/10/1992	15/01/2012
Carnival	Harlequin Fabrics & Wallcoverings Limited	UK	24			1487928	1487928	15/01/1992	28/05/1993	15/01/2009
Carnival	Harlequin Fabrics & Wallcoverings Limited	UK		27		1484298	1484298	02/12/1991	05/02/1993	02/12/2008
Harlequin	Abaris Holdings Limited	Australia	24			404031	B404031	21/02/1984	21/02/1984	21/02/2005
Harlequin	Abaris Holdings Limited	Australia		27		310016	B310016	08/08/1977	04/07/1980	08/08/2008
Harlequin	Abaris Holdings Limited	Austria	24	27		AM 590/79	91509	09/07/1979	09/07/1979	09/07/2009
Harlequin	Abaris Holdings Limited	Canada	24	27		232661	232661	16/08/1977	12/04/1979	12/04/2009
Harlequin	Harlequin Fabrics & Wallcoverings Limited	China	24			970017176	1180849	28/02/1997	28/06/1998	28/06/2008
Harlequin	Harlequin Fabrics & Wallcoverings Limited	China		27		970017177	1182606	28/02/1997	14/06/1998	14/06/2008
Harlequin	Abaris Holdings Limited	Denmark	24	27		0668/1984	4149/1984	22/02/1984	30/11/1984	30/11/2004
Harlequin	Abaris Holdings Limited	Finland	24	27		1221/79	81476	27/02/1979	05/05/1982	05/05/2012
Harlequin	Abaris Holdings Limited	Greece	24	27		63124	63124	12/03/1979		12/03/2009
Harlequin	Harlequin Fabrics & Wallcoverings Limited	Indonesia	24			D95-16079	361450	07/09/1995	18/12/1996	07/09/2004
Harlequin	Harlequin Fabrics & Wallcoverings Limited	Indonesia		27		D95-16080	361331	07/09/1995	16/12/1996	07/09/2004
Harlequin	Abaris Holdings Limited	Ireland	24			110313	110313	21/12/1983		21/12/2004
Harlequin	Abaris Holdings Limited	Ireland		27		110314	110314	21/12/1983		21/12/2004
Harlequin	Harlequin Fabrics & Wallcoverings Limited	New Zealand	24			229956	229956	08/09/1993	05/02/1997	08/09/2014

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Harlequin	Abaris Holdings Limited	New Zealand	27			229957	229957	08/09/1993	05/02/1997	08/09/2014
Harlequin	Abaris Holdings Limited	Portugal	24			201679	201679	06/03/1979	19/01/1989	19/01/2009
Harlequin	Abaris Holdings Limited	Portugal	27			201680	201680	06/03/1979	19/08/1986	18/08/2006
Harlequin	Abaris Holdings Limited	Sweden	20	24	27	79/1056	168966	26/02/1979	24/08/1979	24/08/2009
Harlequin	Abaris Holdings Limited	Sweden	20	24	27	84/1822	196501	05/03/1984	07/06/1985	07/06/2005
Harlequin	Harlequin Fabrics & Wallcoverings Limited	Taiwan	27			83049960	717079	29/07/1994	16/05/1996	16/11/2005
Harlequin	Harlequin Fabrics & Wallcoverings Limited	Thailand	24			329822	Kor68936	07/03/1997	27/02/1998	07/03/2007
Harlequin	Harlequin Fabrics & Wallcoverings Limited	Thailand	27			329823	Kor70471	07/03/1997	01/04/1998	07/03/2007
Harlequin	Harlequin Fabrics & Wallcoverings Limited	UK	16			2114348	2114348	30/10/1996	04/12/1998	30/10/2006
Harlequin	Harlequin Fabrics & Wallcoverings Limited	UK	24			1208568	1208568	06/12/1983	21/11/1986	06/12/2004
Harlequin	Abaris Holdings Limited	UK	24			1494324	1494324	10/03/1992	15/04/1994	10/03/2009
Harlequin	Abaris Holdings Limited	UK	27			995227	995227	14/07/1972		14/07/2007
Harlequin	Harlequin Fabrics & Wallcoverings Limited	USA	24			74/498713	2095459	09/03/1994	09/09/1997	09/09/2007
Harlequin	Harlequin Fabrics & Wallcoverings Limited	USA	27			136996	1131390	09/08/1977	26/02/1980	26/02/2010
Harlequin	Harlequin Fabrics & Wallcoverings Limited	USA	24			74/498713	2095459	09/03/1994	09/09/1997	09/09/2007
Harlequin & Device	Abaris Holdings Limited	UK	27			786278	786278	20/01/1973		20/01/2008
Harlequin (Katakana Script)	Harlequin Fabrics & Wallcoverings Limited	Japan	24			5-15746	3197403	22/02/1993	30/09/1996	30/03/2006
Harlequin (Katakana Script)	Harlequin Fabrics & Wallcoverings Limited	Japan	27			4-150008	3180996	31/07/1992	31/07/1996	31/01/2006
Harlequin (Roman Script)	Harlequin Fabrics & Wallcoverings Limited	Japan	24			5-15745	3148392	22/02/1993	30/04/1996	30/10/2005
Harlequin (Roman Script)	Harlequin Fabrics & Wallcoverings Limited	Japan	27			4-150007	3106048	31/07/1992	26/12/1995	26/06/2005
Harlequin	Abaris Holdings Limited	Community	16	24	27	2966000		2003		
Jewel	Harlequin Fabrics & Wallcoverings Limited	Community	16	24	27	2376861		14/09/2001		14/09/2011
Origin	Harlequin Fabrics & Wallcoverings Limited	Community	16	24	27	2253516		25/05/2001		25/05/2011
Orsini	Harlequin Fabrics & Wallcoverings Limited	UK	24	27		2210598	2210598	06/10/1999	10/03/2000	06/10/2009
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	Australia	9	16	42	747285	747285	28/10/1997	05/02/1999	28/10/2007
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	Chinese (Madrid)	9	16	42	687656	687656	12/11/1997	19/03/1998	12/11/2007
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	Monaco (Madrid)	9	16	42	687656	687656	12/11/1997	19/03/1998	12/11/2007
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	Norway (Madrid)	9	16	42	687656	687656	12/11/1997	19/03/1998	12/11/2007
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	Swiss (Madrid)	9	16	42	687656	687656	12/11/1997	19/03/1998	12/11/2007

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	UK	9	24	27	2132811	2132811	15/05/1997	14/11/1997	15/05/2007
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	UK	9	16		2137292	2137292	26/06/1997	20/02/1998	26/06/2007
Stylepoint	Harlequin Fabrics & Wallcoverings Limited	USA	9	16	42	75/382640	2481118	31/10/1997	28/08/2001	28/08/2011
M/W Device Mark	Abaris Holdings Limited	UK	24			1217091	B1217091	18/04/1984	12/12/1986	18/04/2005
M/W Device Mark	Abaris Holdings Limited	UK		27		1217092	B1217092	18/04/1984	12/12/1986	18/04/2005
Harris Fabrics	Harris Fabrics Limited	UK	24	27		2001668	2001668	07/11/1994	08/11/1996	07/11/2004
Verve	Abaris Holdings Limited	UK	24			904688		26/01/1967	26/01/2002	23/01/2012
Whittaker & Woods logo	Walker Greenbank plc	Community	24	27		120212	120212	26/03/1996	05/01/1999	01/04/2006
Whittaker & Woods logo	Walker Greenbank plc	Singapore	24			3417/96	T96/03417H	09/04/1996	09/04/1996	09/04/2006
Whittaker & Woods logo	Walker Greenbank plc	Singapore		27		3416/96	3416/96	09/04/1996	10/05/1999	09/04/2006
Whittaker & Woods logo	Walker Greenbank plc	Taiwan	24			85015431	743462	06/04/1996	01/01/1997	01/07/2006
Whittaker & Woods logo	Walker Greenbank plc	Taiwan		27		85015430	831925	06/04/1996	16/12/1998	16/06/2008
Archive	Zoffany Limited	UK	24	27		2183694	2183694	03/12/1998	19/11/1999	03/12/2008
The Black Book	Zoffany Limited	UK		27		1348288	1348288	02/06/1988	10/11/1989	20/06/2005
Z device	Zoffany Limited	USA	24			74/498503	1893165	08/03/1994	09/05/1995	09/05/2005
Z device	Zoffany Limited	USA		27		73/634169	1499718	08/12/1986	09/08/1988	09/08/2008
Z device	Zoffany Limited	USA	20	24	27	76272106		14/06/2001		
Zoffany	Zoffany Limited	Benelux	24	27		780261	512386	15/05/1992	01/11/1992	15/05/2012
Zoffany	Zoffany Limited	France	24	27		92418577	92418577	12/05/1992	30/10/1992	11/05/2012
Zoffany	Zoffany Limited	Germany	24	27		Z11033/24W/z	2031357	14/05/1992	01/03/1993	14/05/2012
Zoffany	Zoffany Limited	Italy	24	27		M192C003665	642347	19/05/1992	28/12/1994	19/05/2012
Zoffany	Zoffany Limited	Spain	24			01701533/2	1701533	14/05/1992	22/02/1993	14/05/2012
Zoffany	Zoffany Limited	Spain		27		01701534/0	1701534	14/05/1992	22/02/1993	14/05/2012
Zoffany	Zoffany Limited	UK	24			1353969	1353969	05/08/1988	01/12/1989	05/08/2005
Zoffany	Zoffany Limited	USA	24	27		75/355400	2373312	11/09/1997		
Zoffany	Zoffany Limited	UK		27		1353970	1353970	05/08/1988	01/12/1989	05/08/2005
Zoffany device	Zoffany Limited	UK	24			1552414	1552414	02/11/1993	18/08/1995	02/11/2010
Zoffany device	Zoffany Limited	UK		27		1552415	1552415	02/11/1993	18/08/1995	02/11/2010
Anthology	Abaris Holdings Limited	UK	24	27			1280816			04/10/2007
Canotex	Abaris Holdings Limited	UK		27			308029			14/11/2006
Design Essentials	Abaris Holdings Limited	UK	24	27			2262606A			27/02/2011

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Design Essentials	Abaris Holdings Limited	Australia	24	27			886990			24/08/2011
Design Essentials	Abaris Holdings Limited	New Zealand	24	27			644146			27/02/2011
Design Essentials	Abaris Holdings Limited	New Zealand	24				644144			27/02/2011
Design Essentials	Abaris Holdings Limited	New Zealand		27			644145			27/02/2011
Garden Party	Abaris Holdings Limited	UK	24	27			1336778			26/02/2005
Morris & Co	Abaris Holdings Limited	Australia	24	27		886987		24/08/2001		
Morris & Co	Abaris Holdings Limited	UK	24	27			553876			22/11/2009
Morris & Co	Abaris Holdings Limited	Japan	16	17	24		2352488			31/03/2012
Morris & Co	Abaris Holdings Limited	Japan	16	24	25		2388268			31/03/2012
Morris & Co	Abaris Holdings Limited	Japan		26			131256			11/04/2007
Morris & Co	Abaris Holdings Limited	UK		27			B1205811			24/10/2004
Morris & Co	Abaris Holdings Limited	UK	24	27			2034290			15/09/2005
Morris & Co	Abaris Holdings Limited	USA	24	27			1604783			03/07/2010
Morris & Co	Abaris Holdings Limited	China	27				1669128			20/11/2011
Morris & Co	Abaris Holdings Limited	China	24				1724647			07/03/2012
Morris & Co	Abaris Holdings Limited	New Zealand	24	27			644148/9			23/08/2008
Morris & Co	Abaris Holdings Limited	Community	24	27		2241834		01/06/2001		
Morris & Co	Abaris Holdings Limited	Community	2			3272739		23/07/2003		
Morris & Co Arts & Crafts Collection	Abaris Holdings Limited	UK	24	27			2265131			22/03/2011
WM Morris	Abaris Holdings Limited	Japan	16				2573439			30/09/2013
WM Morris	Abaris Holdings Limited	Japan	25				2506056			26/02/2013
Options	Abaris Holdings Limited	UK	24				B1303592			11/03/2008
Options	Abaris Holdings Limited	UK	27				B1303593			11/03/2008
Palladio	Abaris Holdings Limited	UK	27				761049			04/01/2006
Penthouse	Abaris Holdings Limited	UK	27				B1017174			06/09/2008
Rosebank	Abaris Holdings Limited	Canada	24				43884			15/05/2008
Rosebank	Abaris Holdings Limited	Eire	24				52059			13/07/2007
Rosebank (Word)	Abaris Holdings Limited	UK	20				1308987			05/05/2008
Rosebank (Word)	Abaris Holdings Limited	UK	24				1300531			10/02/2008
Rosebank (Word)	Abaris Holdings Limited	UK	27				1300532			10/02/2008
Rosebank Fabrics (Label)	Abaris Holdings Limited	UK	24				B145878			25/03/2008
Rosebank Fabrics (Label)	Abaris Holdings Limited	UK	24				58440			25/03/2008

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Rosebank Fabrics (Device)	Abaris Holdings Limited	UK	24				628098			09/03/2007
Sanderson & Katekana equivalent	Abaris Holdings Limited	Japan	21				1707768			28/08/2004
Sanderson & Katekana equivalent	Abaris Holdings Limited	Japan	22				1742470			23/07/2005
Sanderson Fabrics	Abaris Holdings Limited	Benelux	24				55180			23/07/2008
Sanderson Fabrics	Abaris Holdings Limited	Canada	14				226182			17/02/2008
Sanderson Fabrics	Abaris Holdings Limited	Eire	24				B61856			19/01/2011
Sanderson Fabrics	Abaris Holdings Limited	New Zealand	24				52704			17/11/2015
Sanderson Fabrics	Abaris Holdings Limited	Spain	24				344195			18/05/2005
Sanderson Fabrics	Abaris Holdings Limited	Switzerland	24				294646			24/05/2008
S (in triangle device)	Abaris Holdings Limited	UK	27				753952			22/05/2005
Sanderson	Abaris Holdings Limited	Argentina	24				1369036			27/12/2009
Sanderson	Abaris Holdings Limited	Argentina	27				1369037			27/12/2009
Sanderson	Abaris Holdings Limited	Australia	24				493865			23/08/2009
Sanderson	Abaris Holdings Limited	Australia	27				A258272			05/05/2007
Sanderson	Abaris Holdings Limited	Australia	27				493866			23/08/2009
Sanderson	Abaris Holdings Limited	Austria	27				81879			28/02/2006
Sanderson	Abaris Holdings Limited	Canada	27				103455			01/06/2011
Sanderson	Abaris Holdings Limited	Canada	24				509693			23/03/2014
Sanderson	Abaris Holdings Limited	Chile	18				437941			20/01/2005
Sanderson	Abaris Holdings Limited	China	27				1669127			20/11/2011
Sanderson	Abaris Holdings Limited	China	24				1724646			03/07/2012
Sanderson	Abaris Holdings Limited	Colombia	27				175236			31/01/2005
Sanderson	Abaris Holdings Limited	Denmark	27				2925/1976			20/08/2006
Sanderson	Abaris Holdings Limited	Denmark	24				2504/1977			15/07/2007
Sanderson	Abaris Holdings Limited	Community	24	27			74005			01/04/2006
Sanderson	Abaris Holdings Limited	France	24	27			1466966			19/05/2008
Sanderson	Abaris Holdings Limited	Greece	24	27			97322			29/01/2010
Sanderson	Abaris Holdings Limited	Germany	27				948834			21/10/2005
Sanderson	Abaris Holdings Limited	Hong Kong	27				B439781			24/04/2014
Sanderson	Abaris Holdings Limited	Indonesia	24				313468			03/01/2013

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Sanderson	Abaris Holdings Limited	Indonesia	27				314609			03/01/2013
Sanderson	Abaris Holdings Limited	Ireland	24				61856			19/01/2011
Sanderson	Abaris Holdings Limited	Israel	24				72138			04/04/2010
Sanderson	Abaris Holdings Limited	Italy	24	27			235061			20/06/2006
Sanderson	Abaris Holdings Limited	Italy	11	20	24	25	610049			05/07/2011
Sanderson	Abaris Holdings Limited	Japan	16	27			956308			28/03/2012
Sanderson	Abaris Holdings Limited	Japan	16	27			956309			28/03/2012
Sanderson	Abaris Holdings Limited	Japan	20	22	24	25	2001513122			30/04/2011
Sanderson	Abaris Holdings Limited	Japan (Katekana)	20				916392			30/04/2001
Sanderson	Abaris Holdings Limited	Japan	17				200151323			23/05/2011
Sanderson	Abaris Holdings Limited	Japan (Katekana)	20	22	24	25	935883			14/05/2011
Sanderson	Abaris Holdings Limited	Japan	34				1097339			22/05/2004
Sanderson	Abaris Holdings Limited	Japan	16				1241689			13/06/2006
Sanderson	Abaris Holdings Limited	Japan (Katekana)	16				1317014			19/09/2007
Sanderson	Abaris Holdings Limited	Japan	26				2609791			24/12/2013
Sanderson	Abaris Holdings Limited	Korea	24	26			159930			27/09/2008
Sanderson	Abaris Holdings Limited	Korea	21				185557			16/12/2009
Sanderson	Abaris Holdings Limited	Malaysia	24				MA/546190			18/08/2011
Sanderson	Abaris Holdings Limited	Malaysia	27				MA/546290			18/08/2011
Sanderson	Abaris Holdings Limited	Mexico	24				382751			29/05/2005
Sanderson	Abaris Holdings Limited	Mexico	27				387569			31/05/2005
Sanderson	Abaris Holdings Limited	Norway	27				100973			05/10/2008
Sanderson	Abaris Holdings Limited	Peru	27				241598			05/08/2004
Sanderson	Abaris Holdings Limited	Singapore	27				S5745/90			16/08/2007
Sanderson	Abaris Holdings Limited	Singapore	24				S6692/90			27/09/2007
Sanderson	Abaris Holdings Limited	South Africa	27				75/5617			22/10/2005
Sanderson	Abaris Holdings Limited	South Africa	24				76/5847			19/11/2006
Sanderson	Abaris Holdings Limited	South Africa	24				B93/8027			13/09/2013
Sanderson	Abaris Holdings Limited	Sweden	27				159786			23/10/2005
Sanderson	Abaris Holdings Limited	Taiwan	35				411727			31/08/2008
Sanderson	Abaris Holdings Limited	Taiwan	36				405281			30/06/2008
Sanderson	Abaris Holdings Limited	Taiwan	48				474426			31/01/2010

Mark	Proprietor	Country	Class	Class	Class	Appln no.	Serial no.	Appln filed	Registered	Next Renewal
Sanderson	Abaris Holdings Limited	Turkey					105627			30/05/2008
Sanderson	Abaris Holdings Limited	UK	2				1099395			28/07/2009
Sanderson	Abaris Holdings Limited	UK	27				1303594			11/02/2008
Sanderson	Abaris Holdings Limited	UK	20				121183			20/01/2005
Sanderson	Abaris Holdings Limited	UK	24				1150754			18/03/2012
Sanderson	Abaris Holdings Limited	UK	40				1311351			28/05/2008
Sanderson	Abaris Holdings Limited	UK	16				1560143			24/01/2011
Sanderson	Abaris Holdings Limited	USA	24				1046407			17/08/2006
Sanderson	Abaris Holdings Limited	USA	27				1661807			22/10/2011
Sanderson	Abaris Holdings Limited	USA	24				1808501			30/11/2003
Sanderson	Abaris Holdings Limited	Uruguay	24	27			231079			30/01/2010
Sanderson	Abaris Holdings Limited	Egypt	24	27			117210			20/08/2008
Sanderson	Abaris Holdings Limited	Egypt	24	27			117211			20/08/2008
Sanderson Spectrum	Abaris Holdings Limited	UK	2				1100275			17/08/2009
Sesame	Abaris Holdings Limited	Italy	24	27						24/04/2005
The Sanderson Portfolio	Abaris Holdings Limited	UK	24				1305646			31/03/2008
The Sanderson Portfolio	Abaris Holdings Limited	UK	27				1305647			31/03/2008
William Morris By Sanderson	Abaris Holdings Limited	UK	24	27			1560065			24/01/2011
Sanderson Options	Abaris Holdings Limited	Australia	24	27			735961			04/06/2007
Sanderson Botanica	Abaris Holdings Limited	UK	24	27			2204630			02/08/2009
Sanderson Shima	Abaris Holdings Limited	UK	24	27			2185836			07/01/2009
Sanderson Design Essentials	Abaris Holdings Limited	UK	24	27			2262606B			27/02/2011
Sanderson Design Essentials	Abaris Holdings Limited	Australia	24	27			886989			24/08/2011
Sanderson The Decorative Room	Abaris Holdings Limited	UK	24	27			2219657			19/01/2010
Studio Sanderson	Abaris Holdings Limited	Australia	24				886988			24/08/2011
Studio Sanderson	Abaris Holdings Limited	UK	24	27			2210105			29/09/2009
Sanderson English Seasons	Abaris Holdings Limited	UK	24	27			2273684			27/06/2011

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01180342

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd JULY 2004 AND CREATED BY ANSTEY WALLPAPER COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO BURDALE FINANCIAL LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th AUGUST 2004.

DP/LV



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES