

M

Particulars of a mortgage or charge

126613/13

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

For Official use

Company Number

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

3

01309639

Name of Company

ConvaTec Limited (the "Company")

*insert full name of company

Date of creation of the charge

28 October 2008

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

Intellectual property security agreement (the "Security Document") dated as of 28 October 2008 granted by the Company in favour of J P Morgan Europe Limited as security agent for the Secured Parties (the "Security Agent"), which expression includes its successors in title, permitted assigns and permitted transferees **Please see Continuation Sheet 3 for Definitions**

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by the Company to any Secured Party under or in connection with any Finance Document, in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise (including all liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever) (the "Liabilities") **Please see Continuation Sheet 3 for Definitions.**

Name and address of the mortgagees or persons entitled to the charge

J P Morgan Europe Limited as security agent for the benefit of the Secured Parties

125 London Wall, London

Postcode

EC2Y 5AJ

Presentor's name address and reference (if any)

Linklaters LLP

One Silk Street

London EC2Y 8HQ

Tel 020 7456 2000

Ref MH/SZS/TT/L-153792-A10108439

Time critical reference

For official Use
Mortgage Section

Post room

TUESDAY



LD2

LERKX4Q1

11/11/2008

121

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET 1)

Please do not
write in this
margin

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

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)
† Delete as

Signed

L. H. H. L. L. P.

Date 11 November 2008

On behalf of mortgagee/chargee

Note

- 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, e g "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 including 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 CF4 3UZ

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Name of Company

ConvaTec Limited

Company Number

01309639

Continuation Sheet 1 - Short particulars of all the property mortgaged or charged

1 Grant of Security

1 1 As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the US Bankruptcy Code) of all Senior Liabilities, the Company pledged, assigned, transferred and granted to the Security Agent, for its benefit and for the benefit of the Senior Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the following, in each case whether owned as at the date of the Security Document or existing or hereafter acquired or arising and wherever located

(a) **Intellectual Property:** all Intellectual Property (including all Intellectual Property detailed in Continuation Sheet 2),

(b) **Books and Records** all books and Records pertaining to the Intellectual Property (including all Intellectual Property detailed in Continuation Sheet 2), and

(c) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity warranty or guarantee payable to the Company from time to time with respect to the foregoing.

1 2 As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the US Bankruptcy Code) of all Mezzanine Liabilities, the Company pledged, assigned, transferred and granted to the Security Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the following, in each case whether owned as at the date of the Security Document or existing or hereafter acquired or arising and wherever located

(a) **Intellectual Property:** all Intellectual Property (including all Intellectual Property detailed in Continuation Sheet 2),

(b) **Books and Records:** all books and Records pertaining to the Intellectual Property (including all Intellectual Property detailed at Continuation Sheet 2), and

(c) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity warranty or guarantee payable to the Company from time to time with respect to the foregoing.

2 Separate and Distinct Grants of Security

2 1 Notwithstanding anything to the contrary contained in Section 2 or elsewhere in the Security Document, the Company and the Security Agent (on behalf of the Secured Parties) acknowledged and agreed that the Security Interests granted pursuant to the Security Document (including pursuant to Section 2 of the Security Document as detailed in paragraph 1

Continuation Sheet 1 - Short particulars of all the property mortgaged or charged

above) to the Security Agent and all other rights and benefits afforded thereunder to the Secured Parties are expressly subject to the terms and conditions of the Intercreditor Agreement

- 2 2 The grants of security under the Security Document constitute two separate and distinct grants of security (1) the Security Interest in the Collateral granted to the Senior Secured Parties securing the Senior Liabilities and (2) the Security Interest in the Collateral granted to the Mezzanine Finance Parties securing the Mezzanine Liabilities, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest

3 **Certain Exclusions**

- 3 1 Notwithstanding anything herein to the contrary,

- (a) in no event shall the Collateral include and the Company shall not be deemed to have granted a Security Interest in, any of its right, title or interest

(i) in any Intellectual Property if the grant of such a Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or result in a breach of the terms of, or constitute a default under, such Intellectual Property, or

(ii) in any third party arrangement permitted under the Facilities Agreements, lease, license, contract or agreement to which the Company is a party or any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such arrangement, lease, license, contract or agreement, or otherwise, result in a breach or termination of the terms of, or constitutes a default under, or result in the termination of, any such arrangement, lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407 and/or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the US Bankruptcy Code) or principles of equity),

provided that the Company agrees to use all commercially reasonable efforts to obtain all requisite consents to enable the Company to provide Security Interests in such assets which are material (provided that the Company shall not be required to pay any non-de minimis compensation in respect of any such consent) and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and the Company shall be deemed to have granted Security Interests in, all such rights and interests as if such provision had never been in effect, and

- (b) the Liabilities shall be subject to the applicable fraudulent transfer limitation provisions of the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement

Please see Continuation Sheet 3 for Definitions.

NOTE A The Security Document provides that

The Company shall not take or permit to be taken any action that could impair the Security Agent's rights in the Collateral except as permitted under the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement (it being understood that the Company may make Permitted Disposals and create Permitted Security in accordance with the Senior Facilities Agreement and the Mezzanine Facilities Agreement (if applicable))

Name of Company

ConvaTec Limited

Company Number

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Continuation Sheet 2 – Intellectual Property of the Company

Company IP (as specified in Schedule 3 5 to the Security Document)											
PATENTS											
Docket No.	Title	Type	Status	Filing date	Filing No.	Pub. No.	Pub. Date	Grant No.	Grant Date	Expiry	Owner
CV034 8	CELLULOSIC FIBRES	CNT	GRT	06/DEC/19 95	08/568266			573108 3	24/MAR/199 8	09/DEC/201 2	CONVATEC LIMITED
CV034 9	WOUND DRESSING	CNT	GRT	23/MAY/19 97	08/862478			607517 7	13/JUN/200 0	20/JAN/201 4	CONVATEC LIMITED
CV035 1	WOUND DRESSING AND MANUFACTURE THEREOF	PCT	GRT	05/SEP/19 97	09/254213			615321 4	28/NOV/200 0	05/SEP/201 7	CONVATEC LIMITED
CV035 2	NONWOVEN FABRICS AND THEIR MANUFACTURE AND USE	PCT	FLG	21/JUN/19 99	09/701103					21/JUN/201 9	CONVATEC LIMITED
CV035 3	WOUND DRESSINGS AND MATERIALS SUITABLE FOR USE THEREIN	PCT	GRT	01/JUL/19 99	09/720375			654873 0	15/APR/200 3	01/JUL/201 9	CONVATEC LIMITED
CV035 4	SILVER CONTAINING WOUND DRESSING	PCT	PUB	21/SEP/20 01	10/311674	200301803 46	25/SEP/200 3			21/SEP/202 1	CONVATEC LIMITED
CV035 5	ANTIBACTERIAL WOUND DRESSING	PCT	PUB	11/SEP/20 02	10/488305	200402412 13	02/DEC/200 4			11/SEP/202 2	CONVATEC LIMITED
CV035 6	GEL-FORMING FABRIC COMPOSITE	DIV	PUB	20/MAR/2 007	11/688583	200701606 54	12/JUL/200 7			10/OCT/202 2	CONVATEC LIMITED

Name of Company
ConvaTec Limited

Company Number
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Continuation Sheet 2 – Intellectual Property of the Company

Company IP (as specified in Schedule 3 5 to the Security Document)											
PATENTS											
Docket No.	Title	Type	Status	Filing date	Filing No.	Pub. No.	Pub. Date	Grant No.	Grant Date	Expiry	Owner
CV035 6	GEL-FORMING FABRIC COMPOSITE	PCT	GRT	10/OCT/20 02	10/490813	200402441 64	09/DEC/200 4	721020 6	01/MAY/200 7	08/AUG/202 5	CONVATEC LIMITED
CV035 7	WOUND DRESSINGS	PCT	FLG	02/DEC/20 02	10/497445	200500332 13	10/FEB/200 5			02/DEC/202 2	CONVATEC LIMITED
CV035 8	CARBOXYMETHYLATED CELLULOSIC WOUND DRESSING	PCT	PUB	02/MAY/20 03	10/513065	200502723 31	08/DEC/200 5			02/MAY/202 3	CONVATEC LIMITED
TRADEMARKS					None as at the date of this Security Document						
COPYRIGHTS					None as at the date of this Security Document						

Name of Company

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01309639

Continuation Sheet 3 – Definitions

In this Form 395, except to the extent that the context requires otherwise

"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with

- (a) any refinancing, deferral or extension of that Debt,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Secured Document or Subordinated Document (as defined in the Intercreditor Agreement) together with any related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any relevant Secured Document or Subordinated Document (as defined in the Intercreditor Agreement),
- (d) any claim against any Obligor or Intercompany Borrower (as named in the Intercreditor Agreement) flowing from any recovery by an Obligor or Intercompany Borrower (as named in the Intercreditor Agreement) or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Ancillary Lender" means each Senior Lender or Affiliate of a Senior Lender which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Collateral" means the property of Company described in Section 2.1 of the Security Document (as detailed in paragraph 1 of Continuation Sheet 1) in which the Security Interests are granted to the Security Agent for its benefit and for the benefit of the Secured Parties

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether the Company is licensee or licensor thereunder) and all renewals and extensions thereof

"Copyrights" means all United States copyrights and all mask works fixed in semi-conductor chip products (as defined in Title 17 of the United States Code § 901(a)(1)), whether registered or unregistered and whether published or unpublished, as at the date of the Security Document or thereafter in force, all registrations and applications therefore including the applications referred to in Continuation Sheet 2 under the heading "Copyrights", all rights and privileges corresponding thereto, whether as author, assignee, transferee or otherwise, all registrations and applications for registration, including extensions, continuations, reissues and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages and Proceeds of suit, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office

"Debt" has the meaning given to that term in the Intercreditor Agreement

Continuation Sheet 3 – Definitions

"Finance Documents" means, collectively, the Senior Finance Documents, the Hedging Documents and the Mezzanine Finance Documents. Any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Senior Finance Document or other agreement or instrument.

"Global Coordinator" means J P Morgan plc.

"Group" means the Parent and its Subsidiaries for the time being.

"Hedging Bank" means a person which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions of the Intercreditor Agreement.

"Hedging Debt" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Obligor to any Hedging Bank under or in connection with any Hedging Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) together with any related Additional Debt. For the avoidance of doubt, any present and future moneys, debts and liabilities due, owing or incurred from time to time by any Obligor to Goldman Sachs International (in its capacity as counterparty under the Deal Contingent Swap (as defined in the Senior Facilities Agreement)) shall not constitute Hedging Debt for the purposes of the Senior Facilities Agreement.

"Hedging Document" means each document entered into or to be entered into between an Obligor and a Hedging Bank listed in Schedule 2 (*The Original Hedging Banks*) of the Intercreditor Agreement or which complies with the terms of the Intercreditor Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Instruments" has the meaning given to that term in the UCC.

"Intellectual Property" means, collectively the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Intercreditor Agreement" means the intercreditor agreement dated 27 June 2008, as amended and restated from time to time between, amongst others, the Parent, the other Obligors, the Security Agent, the Senior Agent, the Mezzanine Agent, the Senior Lenders, the Mezzanine Lenders, the Hedging Banks, the Intercompany Lenders, the Intercompany Borrowers and the Structural Lenders (each as named therein) and certain others.

"Issuing Bank" means any Senior Lender which has notified the Senior Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement by entering into an Issuing Bank Accession Letter (as defined in the Senior Facilities Agreement) (and, if more than one Senior Lender has so agreed, such Senior Lenders shall be referred to, whether acting individually or together, as the Issuing Bank) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

"Letter of Credit" means

- (a) a letter of credit, substantially in the form set out in Schedule 14 of the Senior Facilities Agreement (*Form of Letter of Credit*) or in any other form requested by the Parent and agreed by the Senior Agent and the Issuing Bank, or

Name of Company

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01309639

Continuation Sheet 3 – Definitions

- (b) any guarantee, indemnity or other instrument in a form requested by a borrower under the Senior Facilities Agreement (or the Parent on its behalf) and agreed by the Senior Agent and the Issuing Bank

"Lien" has the meaning given to the term "Security" in the Senior Facilities Agreement

"Mezzanine Agent" has the meaning given to the term "Agent" in the Mezzanine Facilities Agreement

"Mezzanine Arranger" has the meaning given to the term "Arranger" in the Mezzanine Facilities Agreement

"Mezzanine Bookrunner" has the meaning given to the term "Bookrunner" in the Mezzanine Facilities Agreement

"Mezzanine Facilities Agreement" means a mezzanine facilities agreement dated 27 June 2008, as amended and restated from time to time between, amongst others, the Parent, the Original Borrowers, the Original Guarantors, the Original Lenders, (each as defined in the Mezzanine Facilities Agreement) the Mezzanine Arrangers, the Security Agent, and the Mezzanine Agent

"Mezzanine Finance Document" means the Mezzanine Facilities Agreement, any Accession Deed, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Selection Notice, the Syndication Strategy Letter, any Transaction Security Document, any Utilisation Request (each as defined in the Mezzanine Facilities Agreement) and any other document designated as a Mezzanine Finance Document by the Mezzanine Agent and the Parent. Any reference to a **"Mezzanine Finance Document"** or any other agreement or instrument is a reference to that Mezzanine Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Mezzanine Finance Document or other agreement or instrument

"Mezzanine Finance Parties" means the Mezzanine Agent, the Mezzanine Arranger, the Security Agent, a Mezzanine Bookrunner, the Global Coordinator, a Mezzanine Lender or a Hedging Bank

"Mezzanine Lenders" means

- (a) any Original Lender (as named and defined in the Mezzanine Facilities Agreement), and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Mezzanine Facilities Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Mezzanine Facilities Agreement. Any reference to the **"Mezzanine Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Mezzanine Liabilities" means all Liabilities under or in connection with the Mezzanine Finance Documents

"New Senior Commitments" means any facility under which any credit exposure may arise provided by any Senior Finance Party (in its capacity as such) to a member of the Group after the date of the Intercreditor Agreement in addition to the facilities which the Senior Finance Parties may provide under any Senior Finance Document as at the date of the Intercreditor Agreement (but excluding any credit exposure in relation to any Hedging Document entered into after the date of the Intercreditor Agreement and any capitalised or rolled-up interest on Senior Debt), provided that any such facility shall rank *pari passu* with the existing Senior Debt

"Obligor" means a borrower or a guarantor under the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement as the context so requires

Name of Company

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Continuation Sheet 3 – Definitions

"Parent" means Cidron Healthcare B S à r l a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg whose registration with the Luxembourg Register of Commerce and Companies under number B-140075 having a share capital of EUR 32,500

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents (whether the Company is licensee or licensor thereunder) and all extensions and renewals thereof

"Patents" means all United States patents and applications therefor, including each patent and patent application referred to in Continuation Sheet 2 under the heading "Patents", all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights and privileges corresponding thereto, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages, and Proceeds of suit and the right to sue for past, present and future infringements of any of the foregoing

"Permitted Disposal" has the meaning given to that term in the Senior Facilities Agreement

"Permitted Security" has the meaning given to that term in the Senior Facilities Agreement

"Proceeds" has the meaning given to that term in the UCC

"Records" has the meaning given to that term in the UCC

"Secured Documents" means the Senior Finance Documents, the Mezzanine Finance Documents and the Hedging Documents Any reference to a **"Secured Document"** or any other agreement or instrument is a reference to that "Secured Document" or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Secured Document or other agreement or instrument

"Secured Parties" means the Senior Secured Parties and the Mezzanine Finance Parties

"Security Interests" means, collectively, the continuing security interests in the Collateral granted to the Security Agent for its benefit and for the benefit of the Secured Parties pursuant to Section 2.1 of the Security Document (as detailed in paragraph 1 of Continuation Sheet 1)

"Senior Agent" has the meaning given to the term "Agent" in the Senior Facilities Agreement

"Senior Arranger" has the meaning given to the term "Arranger" in the Senior Facilities Agreement

"Senior Bookrunner" has the meaning given to the term "Bookrunner" in the Senior Facilities Agreement

"Senior Debt" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Obligor to any Senior Finance Party under or in connection with any Senior Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt but excluding any Hedging Debt, provided that, for the purposes of determining the Senior Debt as between the Senior Finance Parties and the Mezzanine Finance Parties only, the Senior Debt is deemed to exclude any Senior Debt due, owing or incurred as a result of any New Senior Commitment made available by any Senior Finance Party under paragraph (a) of Clause 3.2 (*New Senior Commitments*) of the Intercreditor Agreement in excess of the Senior Headroom Limit (as defined in the the Intercreditor Agreement)

"Senior Facilities Agreement" means a senior facilities agreement dated 27 June 2008, as amended and restated from time to time between, amongst others, the Parent, the Original Borrowers, the

Continuation Sheet 3 – Definitions

Original Guarantors, the Original Lenders, each as defined therein, the Senior Arrangers, the Security Agent, and the Senior Agent

"Senior Finance Document" means the Senior Facilities Agreement, any Accession Deed, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Acquisition Facility Commitment Notice, any Further Acquisition Facility Lender Accession Undertaking, any Hedging Agreement, the Intercreditor Agreement, any Selection Notice, the Syndication Strategy Letter, any Transaction Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document designated as a Senior Finance Document by the Senior Agent and the Parent and any other document documenting New Senior Commitments but excluding the Hedging Documents. Any reference to a **"Senior Finance Document"** or any other agreement or instrument is a reference to that Senior Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Senior Finance Document or other agreement or instrument

"Senior Finance Parties" means the Senior Agent, a Senior Arranger, the Security Agent, a Senior Bookrunner, the Global Coordinator, a Senior Lender, the Issuing Bank, a Hedging Bank or any Ancillary Lender

"Senior Lender" means

- (a) any Original Lender (as named and defined in the Senior Facilities Agreement), and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement

which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement. Any reference to the **"Senior Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Senior Liabilities" means all Liabilities under or in connection with the Senior Finance Documents and the Hedging Documents

"Senior Secured Parties" means, collectively, the Senior Finance Parties and the Hedging Banks

"Subsidiary" means

- (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and policies of the entity whether through the ownership of voting capital, by contract or otherwise, or
- (b) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles (as defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement)

"Trademark Licenses" means any and all agreements providing for the granting of any right in or to Trademarks (whether the Company is licensee or licensor thereunder) and any and all extensions and renewals thereof

"Trademarks" means all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks,

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Continuation Sheet 3 – Definitions

certification marks, collective marks and logos, words, terms, names, symbols, designs and general intangibles of a like nature, in each case that are source or business identifiers, and any other source or business identifiers, all registrations and applications for any of the foregoing, including the registrations and applications referred to in Continuation Sheet 2 under the heading "Trademarks", all extensions, continuations, reissues or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages, and Proceeds of suit

"Trade Secret Licenses" means any and all agreements providing for the granting of any right in or to Trade Secrets (whether the Company is licensee or licensor thereunder) and all extensions and renewals thereof

"Trade Secret" means any secretly held existing engineering or other data, information, production procedures and other know-how relating to the design manufacture, assembly, installation, use, operation, marketing, sale and/or servicing of any products or business of the Company worldwide whether written or not, and any Proceeds of the foregoing

"UCC" means the Uniform Commercial Code enacted in the State of New York, as amended from time to time, *provided* that if by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection or non-perfection or priority of a security interest is governed by the personal property security laws of any jurisdiction other than New York, "UCC" shall mean those personal property security laws as in effect in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions

"US Bankruptcy Code" means Title 11 of the United States code entitled "Bankruptcy" as in effect at the date of the Security Document or thereafter, or any successor statute



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1309639
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INTELLECTUAL PROPERTY
SECURITY AGREEMENT DATED 28 OCTOBER 2008 AND
CREATED BY CONVATEC LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER
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 11 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2008



Companies House
— for the record —

L-C 5



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES