

MR01

Particulars of a charge

231790/130



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record. **Do not send the original**

WEDNESDAY



A3E6WT4B

13/08/2014

#270

A28

COMPANIES HOUSE

For official use

1

Company details

Company number 0 2 3 9 2 3 3 6

Company name in full Calrec Audio Limited (the "Company")

→ **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 0 7 0 8 2 0 1 4

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 The Governor and Company of the Bank of Ireland (as Security
Agent for the Beneficiaries)

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

MR01

Particulars of a charge

4

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

All current and future Land (except for any Restricted Land) and Intellectual Property (except for any Restricted IP) and the Specified Intellectual Property owned by the Company, in each case as specified (and defined) in the Deed of Accession and Charge registered by this Form MR01 (the "Deed") and including, amongst others, property at Nutclough Mill, Yorkshire HX7 8EZ with title numbers WYK936223 and YY13198 and a trademark 'ARTEMIS' numbered UK00003039490 For more details please refer to the Deed

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)

9

Signature

Please sign the form here

Signature

Signature

X Hogen Lovushtentail LP 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 F3SJB/GIBSONSC/E0815 00348

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2392336

Charge code: 0239 2336 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2014 and created by CALREC AUDIO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2014.

Given at Companies House, Cardiff on 20th August 2014



Companies House



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

Name Oliver Shafe
Title Solicitor

Date 11 August 2014

EXECUTION VERSION

Hogan Lovells International LLP (Ref: Deed of Accession and Charge for a New Chargor)
Atlantic House, Holborn Viaduct, London EC1A 2FG

THIS DEED OF ACCESSION AND CHARGE IS made on 7 August 2014
BETWEEN.

- (1) The Parties listed in Schedule 1 (*The New Chargors*) (the "New Chargors", each a "New Chargor"),
- (2) Console Lowco Limited (registered in England and Wales under number 09125126) (the "Parent"), and
- (3) The Governor and Company of the Bank of Ireland as security agent and trustee (the "Security Agent")

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 30 July 2014 between (1) Console Lowco Limited and certain of its Subsidiaries as chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries")
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation.** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

1.2 **Additional Definitions** In this Deed

"**Intellectual Property**" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"**Restricted IP**" means any Intellectual Property owned by or licensed to each New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property

"**Restricted Land**" means any leasehold property held by each New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property

"**Specified Intellectual Property**" means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*)

"Structural Intra-Group Loan" means

- (a) in respect of Remix Bidco Limited, the loan made by Console Bidco Limited to Remix Bidco Limited evidenced by an intercompany loan agreement dated on or around 30 July 2014, and
- (b) in respect of DiGiCo Global Limited, the loan made by Console Bidco Limited to DiGiCo Global Limited evidenced by an intercompany loan agreement dated on or around 30 July 2014

2 ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargers' accession.

3 ASSIGNMENTS

Each New Chargor, as legal and beneficial owner and as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries)

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
- (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

4 FIXED SECURITY

Each New Chargor, as legal and beneficial owner and as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries)

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*),

- (b) by way of fixed charge
- (i) with the exception of any Restricted Land, all other Land which is now, or in the future becomes, its property,
 - (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained,
 - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it,
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4,
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them,
 - (vii) all Specified Investments in which it may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
 - (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed,
 - (xi) all its goodwill and uncalled capital for the time being,
 - (xii) all Specified Intellectual Property belonging to it,
 - (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
 - (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
 - (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,

- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained,
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (b)(xvii) inclusive of this Clause,
- (xix) all trade debts now or in the future owing to it,
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*),
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxiv) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and the debt represented by any such credit balance, and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

5.1 Each New Chargor, as legal and beneficial owner, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

5 2 but in each case so that such Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 27 11 (*Disposals*) of the Facilities Agreement)

5 3 The parties agree (without limitation to the general nature of The New Chargors' accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no New Chargor shall

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

7 RIGHT OF APPROPRIATION

7 1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

7 2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to any New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

7 3 The value of any Financial Collateral appropriated under Clause 7 2 shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the relevant New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

7.5 The New Chargors agree that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable

8 APPLICATION TO THE LAND REGISTRY

Each New Chargor

(a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry

(i) a form AP1 (*application to change the register*) in respect of the security created by this Deed,

(ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,

(iii) a form RX1 (*application to register a restriction*) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer", and

(iv) a form CH2 (*application to enter an obligation to make further advances*), and

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed

9 POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to

(a) do anything which that New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,

(b) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

9.3 **Sums recoverable** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargors under Clause 21 (*Costs and Expenses*) and Clause 22 (*Other Indemnities*) of the Intercreditor Agreement

10 **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. The New Chargors' respective addresses for service are set out beside its respective name in Schedule 1 (*The New Chargors*)

11 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

12 **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

13 **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

14 FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargors and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document

Schedule 1

The New Chargers

Name of Chargor	Registered Number	Address for Service and Fax Number
Remix Topco Limited	08544625	Kernick Industrial Estate Penryn TR10 9LU Attention Dave Jones Email dave.jones@allen-heath.com
Remix Bidco Limited	08542553	Kernick Industrial Estate Penryn TR10 9LU Attention Dave Jones Email dave.jones@allen-heath.com
Allen & Heath Limited	04163451	Kernick Industrial Estate Penryn TR10 9LU Attention Dave Jones Email dave.jones@allen-heath.com
Xone Audio Limited	08570521	Kernick Industrial Estate Penryn TR10 9LU Attention Keith Edwards Fax +44 (0) 1422 845244
Mixer Bidco Limited	08548433	Kernick Industrial Estate Penryn TR10 9LU Attention Dave Jones Email dave.jones@allen-heath.com
Calrec Audio Limited	02392336	Nutclough Mill Hebden Bridge West Yorkshire HX7 8EZ Attention Keith Edwards Fax +44 (0) 1422 845244
DiGiCo Global Limited	07785582	Unit 10 Silverglade Business Park Leatherhead Road Chessington KT9 2QL Attention Helen Culleton Fax +44 (0)1372 845656
DiGiCo Limited	08706161	Unit 10 Silverglade Business Park Leatherhead Road Chessington KT9 2QL Attention Helen Culleton Fax +44 (0)1372 845656
DiGiCo Europe Limited	06266402	Unit 10 Silverglade Business Park Leatherhead Road Chessington KT9 2QL Attention Helen Culleton Fax +44 (0)1372 845656
DiGiCo UK Limited	04336508	Unit 10 Silverglade Business Park Leatherhead Road Chessington

Name of Chargor	Registered Number	Address for Service and Fax Number
		KT9 2QL Attention Helen Culleton Fax +44 (0)1372 845656

Schedule 2

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Calrec Audio Limited	Nutclough Mill Hebden Bridge Yorkshire HX7 8EZ	WYK936223
Calrec Audio Limited	Nutclough Mill Hebden Bridge Yorkshire HX7 8EZ	YY13198
DiGiCo UK Limited	Unit 10 Silverglade Business Park Leatherhead Road Chessington KT9 2QL	SGL737185

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this Deed

The address for service of the Security Agent in the case of registered land is The Governor and Company of the Bank of Ireland, Bow Bells House, 1 Bread Street, London EC4M 9BE

Schedule 3

Specified Intellectual Property

Part A - Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade mark name	Trade mark type	Class no.	Registration no./ Application no	Date of registration (or application if not yet registered)
Allen & Heath Limited	OHIM	ALLEN & HEATH	Word	9	000442939	25-08-1998
Digico UK Limited	OHIM	DiGiCo	Word	9	003222759	18-08-2004
Digico UK Limited	OHIM	DiGiCo	Figurative	9	012882858	16-05-2014 (application date)
Digico UK Limited	OHIM	DIGIGnd	Word	9	011484565	12-06-2013
Digico UK Limited	OHIM	STEALTH DIGITAL PROCESSING	Figurative	9	006626691	24-11-2008
Digico UK Limited	OHIM	UB MADI	Figurative	9	010690907	22-08-2012
Calrec Audio Limited	United Kingdom - UKIPO	ARTEMIS	Word	9	UK00003039490	27 06 2014
Calrec Audio Ltd	OHIM	ARTEMIS	Word	9	013073929	10-07-2014 (application date)
Calrec Audio Limited	United Kingdom - UKIPO	CALREC	Word	9	UK 00002180508	23 04 1999
Calrec Audio Limited	United Kingdom - UKIPO	CALREC	Figurative	9	UK00002180569	22 10 1999
Calrec Audio Ltd	OHIM	CALREC	Word	9	04933966	2007-02-06
Calrec Audio Ltd	OHIM	CALREC	Figurative	9	004933974	2007-02-06
Calrec Audio Ltd	OHIM	CALREC	Figurative	9	005350913	2007-09-27
Calrec Audio	United Kingdom -	CALREC	Word	9	UK00003042823	02 05 2014

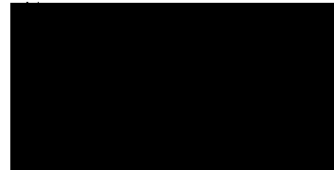
Name of Chargor	Territory	Trade mark name	Trade mark type	Class no.	Registration no./ Application no.	Date of registration (or application if not yet registered)
Limited	UKIPO	ASSIST				
Calrec Audio Limited	United Kingdom - UKIPO	CALYSSE	Word	9	UK00003041311	09 05 2014
Calrec Audio Limited	United Kingdom - UKIPO	HYDRA	Word	9	UK00003039489	04 07 2014
Calrec Audio Ltd	OHIM	HYDRA	Word	9	013073961	10-07-2014 (application date)
Calrec Audio Ltd	OHIM	SUMMA	Word	9	012712626	20-03-2014 (application date)

EXECUTION PAGES

THE NEW CHARGORS

Executed as a
Deed by **Remix Topco Limited**
(pursuant to a resolution of its Board
of Directors) acting by

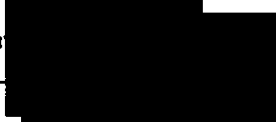
)
)
)
)



Director

in the presence of

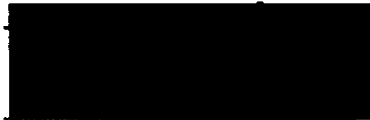
Signature of witness



Name of witness

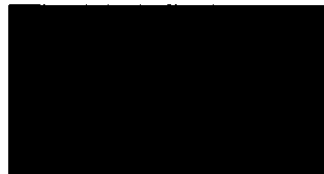
POSG

Address of witness.



Executed as a
Deed by **Remix Bidco Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

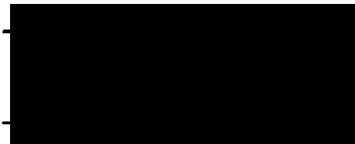
Signature of witness



Name of witness

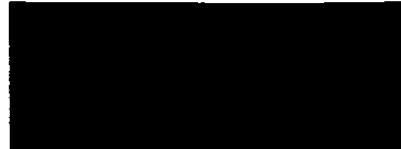
POSG

Address of witness



Executed as a
Deed by **Allen & Heath Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

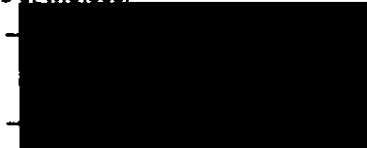
Signature of witness



Name of witness

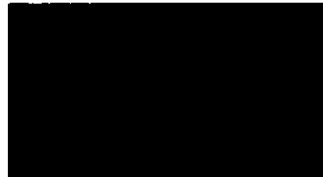
P. O'Connell

Address of witness



Executed as a
Deed by **Xone Audio Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

Signature of witness



Name of witness

P. O'Connell

Address of witness



Executed as a
Deed by **Mixer Bidco Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

Signature of witness

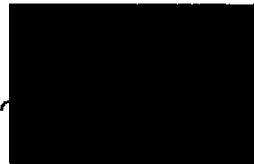
Name of witness

_____ PATRICIA MCNAMARA _____

Address of witness

Executed as a
Deed by **Calrec Audio Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

Signature of witness

Name of witness

_____ PATRICIA MCNAMARA _____

Address of witness

Executed as a)
Deed by **DiGiCo Global Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)

Director



in the presence of

Signature of witness

[Redacted signature]

Name of witness

M. Fiorellino

Address of witness

[Redacted address]

Executed as a)
Deed by **DiGiCo Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)

Director

in the presence of

Signature of witness

Name of witness

Address of witness

Executed as a
Deed by DIGiCo Global Limited
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)

Director

in the presence of

Signature of witness

Name of witness

Hugh David Jones

Address of witness

Executed as a
Deed by DIGiCo Limited
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)

Director

in the presence of

Signature of witness

Name of witness

Hugh David Jones

Address of witness

Executed as a)
Deed by **DiGiCo Europe Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by) Director



in the presence of

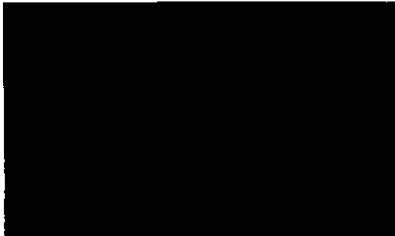
Signature of witness

[Redacted signature]

Name of witness

M. Fiorellino

Address of witness



Executed as a)
Deed by **DiGiCo UK Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by) Director



in the presence of

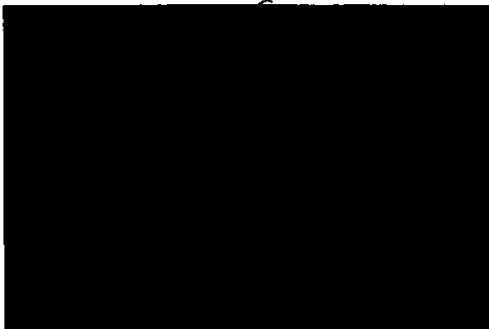
Signature of witness

[Redacted signature]

Name of witness

M. Fiorellino

Address of witness



THE PARENT

Executed as a
Deed by **Console Lowco Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

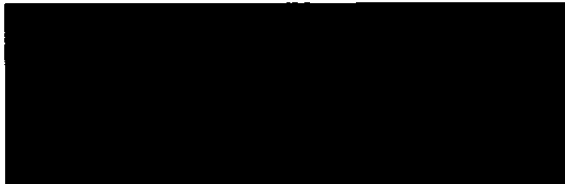
Signature of witness:



Name of witness

R. MORTIMER

Address of witness



THE SECURITY AGENT

Signed by
for and on behalf of
**The Governor and Company of
the Bank of Ireland**

)
)
)
)

Authorised Signatory

THE PARENT

Executed as a

Deed by **Console Lowco Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)

Director

In the presence of

Signature of witness

Name of witness.

Address of witness

THE SECURITY AGENT

Signed by
for and on behalf of
**The Governor and Company of
the Bank of Ireland**

)
)
)
)

[Redacted Signature]

[Redacted Signature]

SHANE MCKEON

KERRIE NASH

Authorised Signatory