

# MR01

## Particulars of a charge

235193/69



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Please see 'How to pay' on the last page

☒ **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

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This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation  
delivered outside of the 21 days it will be rejected unless  
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with  
scanned and placed on the public record **Do not send**



\*A5G1TQVE\*

A04

22/09/2016

#290

COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number / 0 2 8 0 8 5 8 3

Company name in full Cath Kidston Limited

1 2

For official use

→ **Filling 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 1 5 0 9 2 0 1 6

### 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 Lloyds Bank plc (previously known as Lloyds TSB Bank plc) (in its  
capacity as Security Agent for itself and the other Secured Parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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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 freehold and leasehold property including all Key Properties (except for Excluded Property) and Intellectual Property (except for Excluded Intellectual Property), in each case as specified (and defined) in the Debenture registered by this Form MR01 (the "Debenture") and including, amongst others, trademarks numbered UK00003053985 and UK00003053988 For more details please refer to the Debenture

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 <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Hagen Lovell International LLP* X

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

MR01

## Particulars of a charge

**Presenter information**

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

Contact name F1/PM/AARONSZO/145151 001955

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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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



**FILE COPY**

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

Company number: 2808583

Charge code: 0280 8583 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2016 and created by CATH KIDSTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2016

Given at Companies House, Cardiff on 27th September 2016



**Companies House**



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

DATED

15 September

EXECUTION VERSION

2016

CATH KIDSTON MEZZCO LIMITED

- and -

THE COMPANIES LISTED IN SCHEDULE 1

- and -

LLOYDS BANK PLC  
(PREVIOUSLY KNOWN AS LLOYDS TSB BANK PLC)

DEBENTURE

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me

.....

Name: DOE, ARKONS

Title: Solicitor

Date: 21/9/2016

Hogan Lovells International LLP (Firm: ARKONS)  
Atlantic House, Holborn Viaduct, London EC1A 2FD

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THIS DEBENTURE is made on 15 September

2016

**BETWEEN.**

- (1) **Cath Kidston Mezzco Limited** (a company incorporated in England and Wales with registered number 07180428) ("**Parent**"),
- (2) **The Companies** Listed in Schedule 1, and
- (3) **Lloyds Bank plc** (previously known as **Lloyds TSB Bank plc**) as security trustee for itself and the other Secured Parties ("**Security Agent**")

**THE PARTIES AGREE AS FOLLOWS**

**1 INTERPRETATION**

**1.1** In this Deed

- (a) terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and
- (b) at all times the following terms have the following meanings

**1.2 Definitions**

**"Acceleration Event"** means, following the occurrence of an Event of Default which is then continuing

- (a) the Agent giving notice of acceleration pursuant to, and in accordance with, paragraph (b) of clause 26.21 (*Acceleration*) of the Senior Facilities Agreement, or
- (b) having previously placed the facilities on demand pursuant to, and in accordance with, paragraph (c) of clause 26.21 (*Acceleration*) of the Senior Facilities Agreement, making a demand for payment as referred to therein,

**"Agreed Security Principles"** means the agreed security principles set out in schedule 11 of the Senior Facilities Agreement,

**"After Acquired Key Property"** has the meaning given to that term in clause 11.3(a) (*Property Undertakings*),

**"Amendment and Restatement Agreement"** means the amendment and restatement agreement dated on or about the date of this deed relating to the Facilities Agreement and entered into by the Parties to the Senior Facilities Agreement

**"Assigned Agreements"** means the Acquisition Documents, the Insurances, the Key-person Policies, the Hedging Agreements and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,

**"Book Debts"** means all book and other debts arising in the ordinary course of trading,

**"Cash Collateral Accounts"** means the Holding Accounts and the Mandatory Prepayment Accounts, each as defined in the Senior Facilities Agreement and as set out in Part A of Schedule 5,

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by this deed,



**"Charging Companies"** means the Parent, each of the companies listed in Schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

**"Collection Accounts"** means the accounts of the Charging Companies set out in Part B of Schedule 5 and/or such other accounts as the relevant Charging Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of an Acceleration Event) as the Security Agent shall specify,

**"Default Rate"** means the rate at which interest is payable under clause 12 3 (*Default Interest*) of the Senior Facilities Agreement,

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

**"Event of Default"** means Event of Default as defined in the Senior Facilities Agreement,

**"Excluded Property"** has the meaning given to that term in clause 6 6 (*Leases Restricting Charging*),

**"Finance Documents"** means the Senior Facilities Agreement, the 2015 Amendment and Restatement Agreement, the 2015 Deferral Letter, the 2016 Amendment and Restatement Agreement, the 2016 Deferral Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent,

**"Finance Parties"** means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender,

**"Floating Charge Asset"** means an asset charged under clause 6 2 (*Floating Charge*),

**"Hedging Agreement"** means a Hedging Agreement as defined in the Senior Facilities Agreement,

**"Indebtedness"** means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 and taking into account the operation of clause 21 11 of the Senior Facilities Agreement,

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, and including all the Insurances described in Schedule 9 (or, as the case may be, as specified in any relevant Security Accession Deed) but excluding any third party liability or public liability insurance and any directors and officers insurance,

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Charging Company (which may now or in the future subsist),

and including all the Intellectual Property described in Schedule 8 (or, as the case may be, as specified in any relevant Security Accession Deed),

**"Investment"** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

HL Int'l  
LLP  
which is owned by  
Cath Kidston Limited

**"Key Properties"** means any freehold or leasehold real property other than

- (a) leasehold property comprised in a lease which reserves an open market rent and was not granted in consideration of a capital sum, or
- (b) leasehold property comprised in a lease whose term has less than twenty years unexpired at the date of this deed or, in respect of After Acquired Key Property, at the date of acquisition of such property, or
- (c) any licence to occupy any freehold or leasehold real property,

and including all those properties described in Schedule 2 (or, as the case may be, as specified in any relevant Security Accession Deed),

**"Lenders"** means the Lenders as defined in the Senior Facilities Agreement,

**"Material Intellectual Property"** means any Intellectual Property deemed material to the business or operations of a Charging Company or to the business or operations of the Group by the Security Agent (acting reasonably),

**"Nominated Account"** means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,

**"Obligors"** means Obligors as defined in the Senior Facilities Agreement,

**"Other Debts"** means the debts and claims identified in clause 6 1(c)(v),

**"Premises"** means all freehold and leasehold property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the property, if any, specified in Schedule 2 (or, as the case may be, Schedule 1 of the relevant Security Accession Deed),

**"Receiver"** means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed,

**"Secured Parties"** has the meaning given to such term in the Senior Facilities Agreement,

**"Security Accession Deed"** means a deed executed by a Group Company substantially in the form set out in Schedule 7, with those amendments which the Security Agent may approve or reasonably require,

**"Senior Facilities Agreement"** means the facilities agreement originally dated 1 August 2013 under which the Original Lenders made available £65,000,000 of facilities to the Original Borrowers, as amended and restated from time to time including on the 2015 Effective Date and as further amended and restated on the 2016 Effective Date by the Amendment and Restatement Agreement, and

**"Subsidiary Shares"** means all shares owned by a Charging Company in its Subsidiaries including those listed in Schedule 3 and as specified in any relevant Security Accession Deed

### 13 Construction

In this deed, unless a contrary intention appears, a reference to

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and **"amended"** shall be construed accordingly,
- (c) **"assets"** includes present and future properties, revenues and rights of every description,
- (d) an Event of Default which is **"continuing"** shall be construed in accordance with the terms of the Senior Facilities Agreement,
- (e) **"including"** means including without limitation and "includes" and "included" shall be construed accordingly,
- (f) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly,
- (g) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing,
- (h) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) but, if not having the force of law, being of a type with which persons at which it is directed are accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,
- (i) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Senior Facilities Agreement have the same meanings when used in this deed,

- (j) the terms of the documents under which the Indebtedness arises and of any side letters between any Charging Company and any Secured Party relating to the Indebtedness are incorporated in this deed to the extent required for any purported disposition of the Charged Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,
- (k) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Finance Document, and
- (1) the parties intend that this document shall take effect as a deed

#### **1 4 Other References**

- (a) In this deed, unless a contrary intention appears, a reference to
  - (i) any Finance Party, any Obligor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,
  - (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules,
  - (iii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, supplemented novated or replaced (excluding any amendment, supplement, novation or replacement made contrary to any provision of any Finance Document), and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted
- (b) The index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed
- (c) Words importing the plural shall include the singular and vice versa

#### **2 COVENANT TO PAY**

Each Charging Company as primary obligor and not merely as surety, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Indebtedness from time to time when it falls due in accordance with the relevant Finance Documents and in the manner provided for in the relevant Finance Documents

#### **3 GRANT OF SECURITY**

All Security and dispositions created or made by or pursuant to this deed are created or made

- (a) in favour of the Security Agent,

- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Indebtedness

**4 INCONSISTENCY BETWEEN THIS DEED AND THE INTERCREDITOR AGREEMENT**

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail

**5 TRUST**

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement

**6 CHARGING CLAUSE**

**6 1 Fixed Charges**

Each Charging Company, as security for the payment of the Indebtedness, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage
  - (i) all Key Properties together with all buildings and fixtures (including trade fixtures) on such Key Properties, and
  - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
- (b) by way of first equitable mortgage all freehold and leasehold property not charged pursuant to clause 6 1(a)(i) together with fixtures (including trade fixtures) on that property,
- (c) by way of first fixed charge
  - (i) all other interests (not charged under clause 6 1(a) or 6 1(b)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
  - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
  - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
- (vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,
- (vii) all its Intellectual Property,
- (viii) the benefit of all consents and agreements held by it in connection with the business of such Charging Company or the use of any of its assets,
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by clause 6.3 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements

## **6.2 Floating Charge**

As further security for the payment of the Indebtedness, each Charging Company charges in favour of the Security Agent by way of first floating charge all its present and future assets and undertaking (wherever located) not effectively charged by way of first fixed charge under clause 6.1 (*Fixed Charges*) or assigned under clause 6.3 (*Security Assignment*) and (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

## **6.3 Security Assignment**

- (a) As further security for the payment of the Indebtedness, each Charging Company assigns absolutely to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to that Charging Company (or as it shall direct)
- (b) Until the occurrence of an Acceleration Event, but subject to clause 11.8 (*Assigned Agreements*), the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

## **6.4 Conversion of Floating Charge**

If

- (a) an Acceleration Event has occurred, or
- (b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Charging Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to such Charging Company than this deed

## 6 5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

## 6 6 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 6 1 (*Fixed Charges*) and from the operation of clause 8 (*Further Assurance*) any leasehold property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained. Subject to paragraph (b) below, the relevant Charging Company shall not be under any obligation to satisfy or obtain any such condition or waiver.
- (b) For each Excluded Property which is a Key Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or its accession to this deed, as applicable) and, in respect of each Excluded Property which is Key Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as possible and, upon request, to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 6 1 (*Fixed Charges*). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Charging Company will
  - (i) in respect of Key Properties, forthwith execute a valid legal mortgage, and in respect of all other leasehold property, forthwith execute all documents necessary (if any) to create an equitable mortgage, in each case in such form as the Security Agent shall reasonably require.

## 6 7 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 6 1 (*Fixed Charges*) and from the operation of clause 8 (*Further Assurance*) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property which is Material Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or

its accession to this deed, as applicable) and, in respect of any licence or agreement which is Material Intellectual Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain such consent or waiver as soon as possible and, upon request, to keep the Security Agent informed of the progress of its negotiations

- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 6.1 (*Fixed Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require

## **7 CONTINUING SECURITY**

### **7.1 Continuing Security**

This security is to be a continuing security and will extend to the ultimate balance of the Indebtedness notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing

### **7.2 Other Security**

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party

## **8 FURTHER ASSURANCE**

### **8.1 General**

- (a) Subject to the Agreed Security Principles, each Charging Company shall (and the Parent shall procure that each other Charging Company will) promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
  - (i) to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law,
  - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed,
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed,



- (b) Subject to the Agreed Security Principles, each Charging Company shall (and the Parent shall procure that each Charging Company shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed

## 8.2 The Land Registry

- (a) In relation to Key Properties and After Acquired Key Properties charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar 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 [insert date of this deed] in favour of Lloyds Bank plc (previously known as Lloyds TSB Bank plc) as Security Agent referred to in the charges register"*

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Key Properties and After Acquired Key Properties charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge
- (c) In respect of any part of the Charged Property title to which is registered at The Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the articles of association of any Charging Company

## 8.3 Register of Trade Marks

Each Charging Company as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in its existing trade marks and trade mark applications and existing design rights and design right applications and any future trade marks or trade mark applications and any future design rights or design right applications registered or to be registered in the United Kingdom in the name of that Charging Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and in accordance with the Agreed Security Principles, on any relevant trademark register, and each Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks

## **9 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

No Charging Company may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent

## **10 REPRESENTATIONS AND WARRANTIES**

### **10 1 Matters Represented**

Each Charging Company represents and warrants to the Security Agent as set out in clauses 10 2 (*Property*) and 10 3 (*Subsidiary Shares*) on the date of this deed and on each day that any Indebtedness is outstanding

### **10 2 Property**

Schedule 2 identifies all Key Properties beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any Key Property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used

### **10 3 Subsidiary Shares**

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in Schedule 3 (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares)
- (b) All of those Subsidiary Shares are fully paid

### **10 4 No UK Establishment**

Each Charging Company which is incorporated outside of the United Kingdom represents and warrants to the Security Agent on the date of this deed that it has not registered an establishment in the United Kingdom with the registrar of companies whether under its name of incorporation or any other name

## **11 UNDERTAKINGS**

### **11 1 Duration of Undertakings**

Each Charging Company undertakes to the Security Agent in the terms of this clause 11 from the date of this deed and for so long as any security constituted by this deed remains in force

## 11 2 General Undertakings

- (a) Charged Property
- (b) It will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property, save to the extent that a failure to comply with the foregoing would not, or would not be reasonably likely to, have a Material Adverse Effect
- (c) Maintenance

It will keep all Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in good and substantial repair and in good working order (as applicable, and with ordinary wear and tear excepted)

## 11 3 Property Undertakings

- (a) Acquisitions
  - (i) It will notify the Security Agent if it intends to acquire any estate or interest in any freehold, leasehold or other real property and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property
  - (ii) If after the date of this deed it acquires any asset which in the reasonable opinion of the Security Agent is of material value or significance it shall, subject to the Agreed Security Principles
    - (1) grant Transaction Security over that asset as the Security Agent may require and do all such acts and execute all such documents as required under clause 8 (*Further Assurance*) in relation to that asset, and
    - (2) in respect of any Key Property acquired after the date of this deed (an "**After Acquired Key Property**"), execute a valid legal mortgage over that property in such form as the Security Agent shall reasonably require and comply with the procedure set out in clause 8 2 (*The Land Registry*)
- (b) Inspection

It will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any Premises at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of the Premises and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice of the defect or want of repair
- (c) Leases

It will not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Premises or otherwise part with possession

of the whole or any part of the Premises (except as permitted by the Senior Facilities Agreement)

(d) Forfeiture Notices

It will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Premises

**11 4 Collection of Book Debts and Other Debts**

(a) Each Charging Company will

- (i) as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed, pay the proceeds into a Collection Account (or, in the case of Other Debts, a Nominated Account) forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent,
- (ii) not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so unless permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent, and
- (iii) where a Collection Account or Nominated Account is not maintained with the Security Agent, use reasonable endeavours to procure that the bank with whom the Collection Account or Nominated Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in Schedule 6

- (b) Until the occurrence of an Acceleration Event, a Charging Company may withdraw all or any monies from time to time standing to the credit of any Nominated Account or Collection Account

**11 5 Cash Collateral Accounts**

- (a) Where a Cash Collateral Account is not maintained with the Security Agent, the relevant Charging Company will use all reasonable endeavours to procure that the bank with which that Cash Collateral Account is maintained signs and delivers to the Security Agent a letter substantially in the form set out in Schedule 6
- (b) No Charging Company may withdraw all or any monies from time to time standing to the credit of any Cash Collateral Account, unless expressly permitted to do so by the Senior Facilities Agreement or with the prior written consent of the Security Agent

**11 6 Title Documents**

Each Charging Company will promptly deposit with the Security Agent (or as it shall direct)

- (a) all deeds and documents of title relating to all Key Properties and After Acquired Key Properties and if those deeds and documents are with The Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release,

- (b) all stock and share certificates and other documents of title relating to the Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Acceleration Event or if the Security Agent considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 12 (*Attorney*) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select,
- (c) all policies of insurance for the time being charged under this deed, and
- (d) following an Acceleration Event, all other documents relating to the Charged Property which the Security Agent from time to time reasonably requires

#### **11 7 Voting and Distribution Rights**

- (a) Until an Acceleration Event occurs
  - (i) the relevant Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Investments, and
  - (ii) the relevant Charging Company shall be entitled to exercise all voting and other rights and powers attaching to the Investments provided that it shall not exercise any such voting rights or powers in a manner prejudicial to the interests of the Secured Parties under this deed
- (b) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments

#### **11 8 Assigned Agreements**

Each Charging Company will

- (a) perform all its obligations under the Assigned Agreements in a diligent and timely manner,
- (b) not make or agree to make any amendments to the Assigned Agreements, waive any of its rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) save as permitted by the terms of the Intercreditor Agreement,
- (c) promptly after the execution of this deed (or, in respect of any Assigned Agreement designated as such after the date of execution of this deed, promptly after the applicable designation date), give notice to the other parties to the

Assigned Agreements that it has assigned its rights under the applicable Assigned Agreement to the Security Agent under this deed. Such notice will be given in substantially the form set out in Part A of Schedule 4, except in the case of the Insurances where the notice will be substantially in the form set out in Part B of Schedule 4. Each relevant Charging Company will use reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice to the Security Agent within 14 days of the execution of this deed (or, as the case may be, execution of the relevant Assigned Agreement).

#### **11 9 Retention of Documents**

The Security Agent may retain any document delivered to it under clause 11 6 (*Title Documents*) or otherwise until the security created by this deed is released.

#### **11 10 Power to Remedy**

If a Charging Company fails to comply with any covenant set out in clauses 11 2 (*General Undertakings*) to 11 9 (*Retention of Documents*) (inclusive) and that failure is not remedied to the satisfaction of the Security Agent (acting reasonably) within 14 days, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

#### **11 11 Indemnity**

Each Charging Company will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by any Charging Company of its obligations under clauses 11 1 (*Duration of Undertakings*) to 11 9 (*Retention of Documents*) (inclusive) and in connection with the exercise by the Security Agent of its rights contained in clause 11 10 (*Power to Remedy*) above, save to the extent that losses arise as a result of the Security Agent's gross negligence, wilful misconduct or breach of obligation. All sums the subject of this indemnity will be payable by the relevant Charging Company to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

#### **12 ATTORNEY**

Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed and which it has failed to do within 10 business days following notice of such failure (provided that no such notice shall be required if an Acceleration Event has occurred) or which following the occurrence an Acceleration Event may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this deed or otherwise following the occurrence of an Acceleration Event for any of the purposes of this deed, and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

**13 ENFORCEMENT AND POWERS OF THE SECURITY AGENT**

**13 1 Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed

**13 2 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Indebtedness is deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this deed shall be immediately exercisable at any time after an Acceleration Event has occurred

**13 3 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail

**13 4 Fixtures**

The Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property

**13 5 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) below, at any time after an Acceleration Event has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986

**13 6 Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

### **13 7 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after an Acceleration Event has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property

### **13 8 Appropriation**

- (a) In this deed, "financial collateral" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (No 3226)
- (b) At any time after an Acceleration Event has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Indebtedness
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Indebtedness, as the case may be, either
  - (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Indebtedness, or
  - (ii) the relevant Charging Company/Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Indebtedness

### **13 9 Restrictions on Notices**

- (a) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of Schedule 6 unless and until an Acceleration Event has occurred or any of the circumstances described in clause 6 4 (*Conversion of Floating Charge*) or clause 6 5 (*Automatic Conversion of Floating Charge*) have arisen
- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of Part A or Part B of Schedule 4 until an Acceleration Event has occurred

## **14 STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### **14 1 Receiver as Agent**

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver



## 14.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company,
- (b) enter into or cancel any contracts on any terms or conditions,
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not,
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage,
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions,
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances,
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property,
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit,
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property,
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property,
- (l) purchase or acquire any land or any interest in or right over land,
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant

jurisdiction relating to rents or agriculture in respect of any part of the Premises, and

- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 14 2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit

#### **14 3 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

#### **14 4 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

#### **14 5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise)

### **15 APPLICATION OF MONEYS**

#### **15 1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company

#### **15 2 Insurance Proceeds**

If an Acceleration Event has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of leasehold premises) in reduction of the Indebtedness

#### **15 3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed

**15 4 Application against Indebtedness**

Subject to clause 15 1 (*Order of Application*), any moneys received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Indebtedness to which they may be applicable in any order or manner which the Security Agent may determine

**15 5 Suspense Account**

- (a) Until the Indebtedness is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of any Charging Company's liability in respect of the Indebtedness in an interest bearing separate suspense account and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account

**16 PROTECTION OF THIRD PARTIES**

**16 1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Indebtedness remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters

**16 2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver

**17 PROTECTION OF SECURITY AGENT AND RECEIVER**

**17 1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Finance Documents

**17 2 Possession of Charged Property**

Without prejudice to clause 17 1 (*No Liability*), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

**17 3 Liability of Charging Companies**

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Indebtedness and the Charged Property shall be deemed to be a principal security for the Indebtedness. The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged. Clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed

**17 4 Security Agent**

The provisions set out in clause 30 (*Role of the Agent, The Arranger and others*) of the Senior Facilities Agreement and clause 18 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed

**18 COSTS AND EXPENSES**

**18 1 Enforcement Expenses**

The Parent shall, within three Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this deed and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Transaction Security or enforcing these rights

**18 2 Stamp Duties, etc**

The Parent shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this deed

**18 3 Default Interest**

If not paid when due, the amounts payable under this clause 18 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Indebtedness

**19 CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

**19 1 Cumulative Powers**

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

**19 2 Amounts Avoided**

If any amount paid by a Charging Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is avoided or set aside.

**19 3 Discharge Conditional**

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

**20 RULING OFF ACCOUNTS**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Parent), as from the time it receives that notice, all payments made by the relevant Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Indebtedness.

**21 DELEGATION**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

**22 REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time after an Acceleration Event has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

**23 SET-OFF**

**23.1 Set-off Rights**

While an Event of Default is continuing any Secured Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**23.2 Different Currencies**

A Secured Party may exercise its rights under clause 23.1 (*Set-off Rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

**23.3 Unliquidated Claims**

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

**24 NOTICES**

**24.1 Communications in writing**

Any communication made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

**24.2 Addresses**

The address and fax number of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is

- (a) as shown immediately after its name on the execution pages of this deed (in the case of any person who is a party as at the date of this deed),
- (b) in the case of any person who becomes a party after the date of this deed, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

### **24 3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective
  - (i) if by way of fax, when received in legible form, or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 24 2 (*Addresses*), if addressed to that department or officer

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)
- (c) Any communication or document made or delivered to the Parent in accordance with this clause 24 3 will be deemed to have been made or delivered to each of the Charging Companies
- (d) Any communication or document which becomes effective, in accordance with clauses 24 3(a) to 24 3(c), after 5 00 pm in the place of receipt shall be deemed only to become effective on the following day

## **25 CHANGES TO PARTIES**

### **25 1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents

### **25 2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 27 (*Changes to the Lenders*) and clause 29 (*Changes to the Obligors*) of the Senior Facilities Agreement and clause 19 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions

### **25 3 New Subsidiaries**

The Parent will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed (subject to such amendments as may be required to accord with the Agreed Security Principles)

### **25 4 Consent of Charging Companies**

Each Charging Company consents to new Subsidiaries becoming Charging Companies as contemplated by clause 25 3 (*New Subsidiaries*) and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf

**26 CURRENCY CLAUSES**

**26 1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Indebtedness in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

**26 2 No Discharge**

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the relevant Obligor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Charging Company and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall

**27 MISCELLANEOUS**

**27 1 Small Company Moratorium**

Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Charging Company or a ground for the appointment of a Receiver

**27 2 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on each Charging Company, except in the case of manifest error

**27 3 Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way

**27 4 Counterparts**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed

**27 5 Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions



**27.6 Perpetuity Period**

The perpetuity period applicable to the trusts created by this deed is 125 years

**27.7 Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no rights or benefits expressly or impliedly conferred by this deed shall be enforceable under that Act against the parties to this deed by any other person

**27.8 Covenant To Release**

Once all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed

**28 GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**")
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (d) This clause 28 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

**IN WITNESS WHEREOF** this deed has been duly executed on the above date first above written

**SCHEDULE 1**

**CHARGING COMPANIES**

<b>Name</b>	<b>Registered Number</b>
Cath Kidston Mezzco Limited	07180428
Cath Kidston Acquisitions Limited	07180438
Cath Kidston Limited	02808583

**SCHEDULE 2**

**Details of key properties**

**Registered Land**

**No Key Properties on the date of the Debenture**

**Unregistered Land**

**No Key Properties on the date of the Debenture**

**SCHEDULE 3**

**Subsidiary shares**

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Cath Kidston Mezzco Limited	Cath Kidston Acquisitions Limited	88925001 ordinary shares held	N/A
Cath Kidston Acquisitions Limited	Cath Kidston Limited	138000 Ordinary A Shares 76800 Ordinary B Shares 23867 C Ordinary Shares	N/A
Cath Kidston Limited	Cath Kidston Asia Pacific Limited Hong Kong	1 ordinary share	N/A
Cath Kidston Limited	Cath Kidston Spain S L	3000 Ordinary shares	N/A
Cath Kidston Limited	Cath Kidston Japan K K	1,000 shares of common stock	N/A

**SCHEDULE 4**

**Forms Of Notice**

**Part A – Forms of notice to counterparties (other than insurers) of Assigned Agreements**

To *[insert name and address of counterparty]*

Dated •

Dear Sirs

**Re *[here identify the relevant Assigned Agreement]* ("Agreement")**

We notify you that *[insert name of Charging Company]* ("Charging Company") has [charged in favour of]/[assigned to] Lloyds Bank plc (previously known as Lloyds TSB Bank plc) ("**Security Agent**") for the benefit of itself and certain other banks and financial institutions ("**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company to the Secured Parties

We further notify you that

- 1 the Charging Company may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent,
- 2 you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- 3 you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
- 4 after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing, and
- 5 the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,
- (b) you have not received notice that the Charging Company has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party, and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement

The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of

***[insert name of Charging Company]***

***[On acknowledgement copy]***

To Lloyds Bank plc

[address]

Copy to ***[insert name and address of Charging Company]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above

for and on behalf of

***[insert name of Counterparty]***

Dated •

**Part B – Form of notice to insurers**

To ***[insert name and address of insurance company]***

Dated [•]

Dear Sirs

**Re *[here identify the relevant insurance policy(ies)]* ("Policies")**

We notify you that [insert name of Charging Company] ("**Charging Company**") has assigned to Lloyds Bank plc (previously known as Lloyds TSB Bank plc) ("**Security Agent**") for the benefit of itself and certain other banks and financial institutions ("**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Secured Parties

We further notify you that

- 1 the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent,
- 2 you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent,
- 3 you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
- 4 the provisions of this notice may only be revoked with the written consent of the Security Agent
  - (a) Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that
  - (b) you agree to act in accordance with the provisions of this notice, you have noted the Security Agent's interest as first chargee on the Policies,
  - (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing,
  - (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice,
  - (e) you have not received notice that the Charging Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party, and
  - (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies

The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of

***[insert name of Charging Company]***

***[On acknowledgement copy]***

To               Lloyds Bank plc  
                    [address]

Copy to       ***[insert name and address of Charging Company]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above

for and on behalf of

***[insert name of Counterparty]***

Dated   •



**SCHEDULE 5**

**Details of accounts**

**Part A – Cash Collateral Accounts**

<b>Account Name</b>	<b>Account Holder</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account Number</b>
Holding Account	Cath Kidston Acquisitions Limited	Lloyds Bank plc	30-00-02	
Mandatory Pre-payment Account	Cath Kidston Acquisitions Limited	Lloyds Bank plc	30-00-02	

**Part B – Collection Accounts**

<b>Account Holder</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account Number</b>
Cath Kidston Limited	Ulster Bank	98-50-55	
Cath Kidston Limited	Ulster Bank	98-00-60	
Cath Kidston Limited	Barclays Bank plc	20-36-47	
Cath Kidston Limited	Barclays Bank plc	20-36-47	
Cath Kidston Limited	Lloyds Bank plc	30-25-18	
Cath Kidston Limited	Lloyds Bank plc	30-25-18	
Cath Kidston Limited	Lloyds Bank plc	30-00-02	
Cath Kidston Limited	Lloyds Bank plc	30-00-02	
Cath Kidston Limited	Lloyds Bank plc	30-00-02	
Cath Kidston Limited	Lloyds Bank plc	30-00-02	
Cath Kidston Limited	Lloyds Bank plc	30-00-02	
Cath Kidston Limited	Lloyds Bank plc	30-12-18	
Cath Kidston Limited	Lloyds Bank plc	30-12-18	
Cath Kidston Limited	Lloyds Bank plc	30-12-18	
Cath Kidston Limited	Lloyds Bank plc	30-12-18	
Cath Kidston Acquisitions Limited	Lloyds Bank plc	30-00-02	

**SCHEDULE 6**

**Form of notice to banks operating collection accounts and/or nominated accounts and/or cash collateral accounts**

To [insert name and address of Account Bank] ("Account Bank")

Dated [•]

Dear Sirs

**Re The [•] Group of Companies - Security over Bank Accounts**

We notify you that [insert name of Charging Company] ("**Charging Company**") and certain other companies identified in the schedule to this notice (together the "**Customers**") charged to Lloyds Bank plc (previously known as Lloyds TSB Bank plc) ("**Security Agent**") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers ("**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts

1 We irrevocably authorise and instruct you

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect, and
- (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide

2 We also advise you that

- (a) the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent,
- (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time,
- (c) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent

3 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party,

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent, and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Charged Accounts

The provisions of this notice are governed by English law

**SCHEDULE**

<b>Customer</b>	<b>Account No.</b>	<b>Sort Code</b>	<b>Status</b>
	[•]	[•]	[Blocked] [Not blocked]

Yours faithfully,

for and on behalf of  
**[Insert name of Charging Company]**  
as agent for and on behalf of all of the Customers

Counter-signed by  
for and on behalf of  
**[Insert name of Security Agent]**

[On acknowledgement copy]

To                   Lloyds Bank plc  
  
                          [address]

Copy to           **[Insert name of Charging Company]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above

for and on behalf of  
**[Insert name of Account Bank]**

Dated [•]

## SCHEDULE 7

### Form of security accession deed

THIS SECURITY ACCESSION DEED is made on •

BETWEEN.

- (1) [•] Limited (a company incorporated in [England and Wales] with registered number ("**New Charging Company**")
- (2) **Cath Kidston Mezzco Limited** (a company incorporated in England and Wales with registered number 7180428 ("**Parent**") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) **Lloyds Bank Plc** (previously known as Lloyds TSB Bank plc) as security trustee for itself and the other Secured Parties ("**Security Agent**")

### BACKGROUND

This deed is supplemental to a debenture dated [•] between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) ("**Debenture**")

NOW THIS DEED WITNESSES as follows

#### 1 INTERPRETATION

##### 1 1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed

##### 1 2 Construction

Clause 1 3 (*Construction*) and clause 1 4 (*Other References*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

#### 2 ACCESSION OF NEW CHARGING COMPANY

##### 2 1 Accession

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a Party to it as a Charging Company

##### 2 2 Covenant to pay

The New Charging Company as primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Indebtedness from time to time when it falls due in accordance with the relevant Finance Documents and in the manner provided for in the relevant Finance Documents

## 2 3 Fixed charges

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage
  - (i) all Key Properties owned by it (including that specified in Schedule 1 to this deed) together with all buildings and fixtures (including trade fixtures) on that property, and
  - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
- (b) by way of first equitable mortgage all freehold and leasehold property not charged pursuant to clause 2 3(a) together with fixtures (including trade fixtures) on that property,
- (c) by way of first fixed charge
  - (i) all other interests (not charged under clauses 2 3(a) and 2 3(b)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
  - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
  - (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
  - (v) all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person,
  - (vi) all its Intellectual Property,
  - (vii) all rights and interest in the Hedging Agreements,
  - (viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
  - (ix) its goodwill and uncalled capital, and
  - (x) if not effectively assigned by clause 2 5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements

## 2 4 Floating charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit

of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2 3(c) (Fixed Charges) or assigned under clause 2 5 (*Security Assignment*)

**2 5 Security Assignment**

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, including those identified in Schedule 3, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct)

**3 CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

**4 CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

**5 NOTICES**

The New Charging Company confirms that its address details for notices in relation to clause 24 1 (*Communications in writing*) of the Debenture are as follows

Address [•]

Facsimile [•]

Attention [•]

**6 LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

**IN WITNESS WHEREOF** this deed has been duly executed on the date first above written

**SCHEDULE 1 DETAILS OF KEY PROPERTY**

**SCHEDULE 2 DETAILS OF SUBSIDIARY SHARES**

**SCHEDULE 3 ASSIGNED AGREEMENTS**

**SCHEDULE 4 DETAILS OF COLLECTION ACCOUNTS**

**SCHEDULE 5 DETAILS OF INTELLECTUAL PROPERTY**

**SCHEDULE 6 DETAILS OF INSURANCES**



**SIGNATORIES TO DEED OF ACCESSION**

**The New Charging Company**

Executed as a deed and delivered by )  
[•] acting by a director and its )  
secretary or two directors )

Director

Director/Secretary

Director

Director/Secretary

**OR**

Executed as a deed by [name of )  
company] acting by [name of director] )  
in the presence of [name of witness] )

Director

Director/Secretary

Director

Director/Secretary

**The Parent**

Executed as a deed and delivered by )  
[name of company] for itself and as )  
agent for the existing Charging )  
Companies acting by a director and its  
secretary or two directors

Director

Director/Secretary

Director

Director/Secretary

**OR**

Executed as a deed and delivered by )  
[name of individual] acting by [•] in the )  
presence of [name of witness] )

Director

Witness' signature

Witness' address

Occupation

**Security Agent**

Signed by [ ] for and on behalf )  
of Lloyds Bank Plc )  
 )

[• ]  
**Address:**  
**Facsimile No:** [• ]  
**Attention:** [• ]  
**Notice Details** [• ]  
**Address** [• ]

**Fax** [• ]  
**Attention:** [• ]  
**With a copy to** [• ]  
**Fax:** [• ]  
**Attention.** [• ]

**SCHEDULE 8**  
**Details of Intellectual Property**

<b>Registered Designs</b>				
<b>Country</b>	<b>Number</b>	<b>Title</b>	<b>Status (Pending or Registered)</b>	<b>Renewal Date</b>
China	201130245683 4	Bathroom (fabric design)	Registered	26/07/2017
China	201130245681 5	Chelsea flowers (white) (fabric design)	Registered	26/07/2017
China	201130245650 X	Dinosaurs (fabric design)	Registered	26/07/2017
China	201130245649 7	Outer space (fabric design)	Registered	26/07/2017
China	201130245648 2	Pony (fabric design)	Registered	26/07/2017
China	201130245647 8	Zoo (fabric design)	Registered	26/07/2017
China	201130245682 X	Be a good sport design	Registered	26/07/2017
China	ZL 201230234376 0	Trailing floral charcoal	Registered	08/06/2017
China	ZL 201230234376 0	Trailing Floral Stone	Registered	08/06/2017
China	201230234359 7	Nottingham Rose - Charcoal	Registered	08/06/2017
China	201230234359 7	Nottingham Rose - petrol	Registered	08/06/2017
China	201230234534 2	Sherbet ditsy fabric	Registered	08/06/2017
China	201230234534 2	Kensington rose blue	Registered	08/06/2017
China	201230234472 5	Tea rose stripe	Registered	08/06/2017
China	ZL201330280083 0	Fire Engines Design	Registered	25/06/2017
China	ZL201330279195 4	Garden Bird Charcoal Design	Registered	25/06/2017
China	ZL201330279195 4	Garden Bird Khaki Design	Registered	25/06/2017
China	ZL201330279195 4	Garden Bird Stone Design	Registered	25/06/2017
China	201330279585 1	Garden Rose Grey Design	Pending	
China	201330279585 1	Garden Rose Red Design	Pending	
China	ZL201330279198 8	Highbury Rose Design	Registered	25/06/2017
China	ZL 201330280020 5	Kentish Rose Blue Design	Registered	25/06/2017
China	201330280020 5	Kentish Rose Navy Design	Registered	25/06/2017

Registered Designs				
China	201330280020 5	Kentish Rose Red Design	Registered	25/06/2017
China	ZL201330280084 5	Little Birds Design	Registered	25/06/2017
China	ZL201330279501 4	Sweetheart Design	Registered	25/06/2017
China	ZL201430097053 0	Teatime Turquoise (Locarno 05 05)	Registered	21/04/2017
China	ZL201430069819 3	Patchwork Royal Blue (Locarno 05 05)	Registered	21/04/2017
China	ZL201430096922 8	The Safari Print Cream (Locarno 05 05)	Registered	21/04/2017
China	ZL201430096818 9	Aubrey Rose Blue (Locarno 05 05)	Registered	21/04/2017
China	ZL201430097160 3	Pembridge Rose Blue (Locarno 05 05)	Registered	21/04/2017
China	ZL201430096810 2	Painterly Rose (Locarno 05 05)	Registered	21/04/2017
China	201430225342 4	Beacon View (series of 2)	Registered	07/07/2017
China	201430225605 1	Clouds true blue (series of 2)	Registered	07/07/2017
China	ZL201430225421 5	Paradise Fields indigo	Registered	07/07/2017
China	201430225089 2	Cranham off white	Registered	07/07/2017
China	201430225130 6	Painted Daisy pink (series of 3)	Registered	07/07/2017
China	201430225657 9	Rainbow Rose (series of 2)	Registered	07/07/2017
China	201430225132 5	Paradise Flowers indigo (series of 2)	Registered	07/07/2017
China	ZL201430225658 3	Patchwork Spot	Registered	07/07/2017
China	ZL201430225131 0	River Fish (series of 2)	Registered	07/07/2017
China	ZL201430215724 9	London Buses (Locarno 05-05)	Registered	01/07/2017
China	ZL201430215725 3	Townhouses (Locarno 05-05)	Registered	01/07/2017
China	ZL201430215718 3	Kingswood Rose Ivory (Locarno 05-05)	Registered	01/07/2017
China	ZL201430215717 9	Autumn Bloom Oat (Locarno 05-05)	Registered	01/07/2017
China	ZL201430215795 9	Stop Thief (Locarno 05-05)	Registered	01/07/2017
China	201430215705 6	Newspaper (Locarno 05-05)	Registered	01/07/2017
China	ZL201430215842 X	London Buses (Locarno 32-00)	Registered	01/07/2017
China	ZL201430215595 3	Townhouses (Locarno 32-00)	Registered	01/07/2017
China	ZL201430215534 7	Kingswood Rose Ivory (Locarno 32-00)	Registered	01/07/2017

Registered Designs				
China	ZL201430215641 X	Autumn Bloom Oat (Locarno 32-00)	Registered	01/07/2017
China	ZL201430215533 2	Stop Thief (Locarno 32-00)	Registered	01/07/2017
China	ZL201430215535 1	Newspaper (Locarno 32-00)	Registered	01/07/2017
China	ZL201530116527 6	Spring Cottage Cream (SS16, Locarno 05-05)	Registered	27/04/2017
China	ZL 201530116481 8	Garden Gnomes Natural (SS16, Locarno 05-05)	Registered	27/04/2017
China	ZL 201530116644 2	Guards & Friends Cream (SS16, Locarno 05-05)	Registered	27/04/2017
China	ZL 201530116652 7	Wild Raspberries Blue (SS16, Locarno 05-05)	Registered	27/04/2017
China	201530116408 0	Blossom Birds Dusty Blue (SS16, Locarno 05-05)	Registered	27/04/2017
China	ZL 201530116410 8	Summer Bloom Charcoal (SS16, Locarno 05-05)	Registered	27/04/2017
China	ZL 201530116711 0	Richmond Rose Dove Grey (SS16, Locarno 05-05)	Registered	27/04/2017
China	201530494276 5	ASHDOWN ROSE	Pending	
China	201530494381 9	BILLIE	Pending	
China	201530494300 5	FOREST BUNCH	Pending	
China	201530494553 2	FOREST ROSE	Pending	
China	201530494634 2	LONDON STREETS	Pending	
China	201530494645 0	NORFOLK ROSE CHARCOAL	Pending	
China	201530494645 0	NORFOLK ROSE RED	Pending	
China	201530494631 9	ORCHARD BLOOM	Pending	
China	201530494343 3	THORP FLOWERS	Pending	
China	201530494606 0	WELLS ROSE	Pending	
China	2016302608952	Anemone	Pending	
China		Elvington Rose	Pending	
China		Windflower Bunch	Pending	
China		Painted Pansies	Pending	
China		London Park	Pending	
China		London Town	Pending	

Registered Designs				
China		Duck Pond	Pending	
European Community	001650268-0001	Provence Rose Blue	Registered	31/12/2019
European Community	001650268-0002	Spray Flowers	Registered	31/12/2019
European Community	001658584-0001	Fabrics	Registered	31/01/2020
European Community	001658584-0002	Fabrics	Registered	31/01/2020
European Community	001658584-0003	Briar Rose	Registered	31/01/2020
European Community	001658584-0004	Fabrics	Registered	31/01/2020
European Community	001658584-0005	Bunch Flowers	Registered	31/01/2020
European Community	001658584-0006	Mini Bud	Registered	31/01/2020
European Community	001658584-0007	Candy Flowers	Registered	31/01/2020
European Community	001658584-0008	Cherry	Registered	31/01/2020
European Community	002330332-0015	Teatime Turquoise	Registered	31/10/2018
European Community	002330332-0016	The Safari Print Cream	Registered	31/10/2018
European Community	002330332-0017	The Safari Print Grey	Registered	31/10/2018
European Community	002330332-0018	The Safari Print Khaki	Registered	31/10/2018
European Community	002330332-0019	Westbourne Rose Slate Blue	Registered	31/10/2018
European Community	002884270-0001	Thorp Flowers	Registered	31/12/2020
European Community	002884270-0002	Hedgehog Spot	Registered	31/12/2020
European Community	002884270-0003	Astronauts	Registered	31/12/2020
European Community	002884270-0004	Floral Spot	Registered	31/12/2020
European Community	001658584-0009	Christmas	Registered	31/01/2020
European Community	001658584-0010	Classic Rose	Registered	31/01/2020
European Community	001658584-0011	Duckling	Registered	31/01/2020
European Community	001658584-0012	Fabrics	Registered	31/01/2020
European Community	001658584-0013	Fabrics	Registered	31/01/2020
European Community	001658584-0014	Fabrics	Registered	31/01/2020
European Community	001658584-0015	Fabrics	Registered	31/01/2020

Registered Designs				
European Community	001658584-0016	Regal Rose	Registered	31/01/2020
European Community	001658584-0017	Rose Ticking	Registered	31/01/2020
European Community	001658584-0018	Fabrics	Registered	31/01/2020
European Community	001658584-0019	Textured Rose	Registered	31/01/2020
European Community	001658584-0020	Fabrics	Registered	31/01/2020
European Community	001668476-0001	CATH KIDS STANLEY WEAR - Dog Design	Registered	29/02/2020
European Community	001668476-0002	Dog Design	Registered	29/02/2020
European Community	001811266-0001	Fabric design	Registered	31/01/2021
European Community	001811266-0002	Fabric design	Registered	31/01/2021
European Community	001811266-0003	Fabric design	Registered	31/01/2021
European Community	001811266-0004	Fabric design	Registered	31/01/2021
European Community	001811266-0005	Chelsea Flowers	Registered	31/01/2021
European Community	001811266-0006	Chelsea Flowers (II)	Registered	31/01/2021
European Community	001811266-0007	Christmas Bird/Bells AW11 - Blue	Registered	31/01/2021
European Community	001811266-0008	Christmas Bird/Bells AW11 - Red	Registered	31/01/2021
European Community	001811266-0009	Fabric design	Registered	31/01/2021
European Community	001811266-0010	Christmas Bird/Bells AW11 - Cream	Registered	31/01/2021
European Community	001811266-0011	Rose Cream AW11	Registered	31/01/2021
European Community	001811266-0012	Fabric design	Registered	31/01/2021
European Community	001811266-0013	English Rose	Registered	31/01/2021
European Community	001811266-0014	English Rose (II)	Registered	31/01/2021
European Community	001811266-0015	Night Owl	Registered	31/01/2021
European Community	001811266-0016	Norwich Flowers	Registered	31/01/2021
European Community	001811266-0017	Norwich Flowers (II)	Registered	31/01/2021
European Community	001811266-0018	Fabric design	Registered	31/01/2021
European Community	001811266-0019	Fabric design	Registered	31/01/2021
European Community	001811266-0020	Retro Flowers	Registered	31/01/2021



Registered Designs				
European Community	001811266-0021	Tea Rose	Registered	31/01/2021
European Community	001811266-0022	Toy Print	Registered	31/01/2021
European Community	001811266-0023	Fabric design	Registered	31/01/2021
European Community	001811266-0024	Norwich Flowers (III)	Registered	31/01/2021
European Community	001817222-0001	Fabric design	Registered	28/02/2021
European Community	001817222-0002	Fabric design	Registered	28/02/2021
European Community	001874363-0001	Wish You Were Here	Registered	30/06/2021
European Community	001874363-0002	Fabric design	Registered	30/06/2021
European Community	001874363-0003	Bleached Flowers	Registered	30/06/2021
European Community	001874363-0004	Fabric design	Registered	30/06/2021
European Community	001874363-0005	Fabric design	Registered	30/06/2021
European Community	001874363-0006	Fabric design	Registered	30/06/2021
European Community	001874363-0007	Fabric design	Registered	30/06/2021
European Community	001874363-0008	Fabric design	Registered	30/06/2021
European Community	001874363-0009	Hampton Rose	Registered	30/06/2021
European Community	001874363-0010	Petal Print	Registered	30/06/2021
European Community	001874363-0011	Pinny Flowers	Registered	30/06/2021
European Community	001874363-0012	Puppies and Kittens	Registered	30/06/2021
European Community	001874363-0013	Fabric design	Registered	30/06/2021
European Community	001874363-0014	Bunnies	Registered	30/06/2021
European Community	001874363-0015	Royal Stanley design	Registered	30/06/2021
European Community	001874363-0016	Spring Bouquet	Registered	30/06/2021
European Community	001874363-0017	Spring Bouquet (II)	Registered	30/06/2021
European Community	001874363-0018	Fabric design	Registered	30/06/2021
European Community	001874363-0019	Windsor Rose	Registered	30/06/2021
European Community	001960048-0001	Baking blue fabric	Registered	31/12/2021
European Community	001960048-0002	Footie	Registered	31/12/2021

Registered Designs				
European Community	001960048-0003	Cowgirls fabric	Registered	31/12/2021
European Community	001960048-0004	Elephants fabric	Registered	31/12/2021
European Community	001960048-0005	Sherbet ditsy fabric	Registered	31/12/2021
European Community	001960048-0006	Christmas deer blue	Registered	31/12/2021
European Community	001960048-0007	Cotton rose	Registered	31/12/2021
European Community	001960048-0008	Kempton final repeat section	Registered	31/12/2021
European Community	001960048-0009	Nottingham Rose - Charcoal	Registered	31/12/2021
European Community	001960048-0010	Nottingham Rose - petrol	Registered	31/12/2021
European Community	001960048-0011	Kensington rose blue	Registered	31/12/2021
European Community	001960048-0012	Quilted Rose	Registered	31/12/2021
European Community	001960048-0013	Spitalfields rose red	Registered	31/12/2021
European Community	001960048-0014	Tea rose stripe	Registered	31/12/2021
European Community	001960048-0015	Trailing floral charcoal	Registered	31/12/2021
European Community	001960048-0016	Trailing floral old white	Registered	31/12/2021
European Community	002330332-0001	Aubrey Rose Blue	Registered	31/10/2018
European Community	002330332-0002	Aubrey Rose Stone	Registered	31/10/2018
European Community	002330332-0003	Brighten Up Postcards	Registered	31/10/2018
European Community	002330332-0004	Brighten Up Stripe	Registered	31/10/2018
European Community	002330332-0005	Budgies Blue	Registered	31/10/2018
European Community	002330332-0006	Elgin Ditsy Blue	Registered	31/10/2018
European Community	002330332-0007	Elgin Ditsy Cream	Registered	31/10/2018
European Community	002330332-0008	Painterly Rose	Registered	31/10/2018
European Community	002330332-0009	Patchwork Royal Blue	Registered	31/10/2018
European Community	002330332-0010	Pembridge Rose Blue	Registered	31/10/2018
European Community	002330332-0011	Budgies Pink	Registered	31/10/2018
European Community	002330332-0012	Pembridge Rose Khaki	Registered	31/10/2018

Registered Designs				
European Community	002330332-0013	Planes Cream	Registered	31/10/2018
European Community	002330332-0014	Rosy Sprig Cream	Registered	31/10/2018
European Community	002060830-0001	Pirates	Registered	30/06/2017
European Community	002060830-0002	Sailing navy	Registered	30/06/2017
European Community	002060830-0003	Sailing white	Registered	30/06/2017
European Community	002060830-0004	Seaside Cottage Stripe stepped out	Registered	30/06/2017
European Community	002060830-0005	Strawberry Fields pale blue	Registered	30/06/2017
European Community	002060830-0006	Sweet Rose white	Registered	30/06/2017
European Community	002060830-0007	Wild Strawberry stone	Registered	30/06/2017
European Community	002060830-0008	Wild Strawberry blue	Registered	30/06/2017
European Community	002048942-0001002048942-0001	Trailing Floral Stone	Registered	31/05/2017
European Community	002060830-0009	Garage stone	Registered	30/06/2017
European Community	002060830-0010	Greenwich blue	Registered	30/06/2017
European Community	002060830-0011	Greenwich white	Registered	30/06/2017
European Community	002060830-0012	Kitchen Scene stepped out	Registered	30/06/2017
European Community	002060830-0013	Linen Sprig Old white	Registered	30/06/2017
European Community	002060830-0014	Music navy	Registered	30/06/2017
European Community	002060830-0015	Bloomsbury blue	Registered	30/06/2017
European Community	002060830-0016	Bloomsbury navy	Registered	30/06/2017
European Community	002060830-0017	Butterflies white	Registered	30/06/2017
European Community	002060830-0018	Butterfly rose	Registered	30/06/2017
European Community	002060830-0019	Daisy Rose navy	Registered	30/06/2017
European Community	002060830-0020	Daisy Rose pale blue	Registered	30/06/2017
European Community	002060830-0021	Daisy Rose white	Registered	30/06/2017
European Community	002060830-0022	Daisy Rose check blue	Registered	30/06/2017
European Community	002060830-0023	Daisy Rose check red	Registered	30/06/2017

Registered Designs				
European Community	002060830-0024	Daisy Rose check yellow	Registered	30/06/2017
European Community	002173922-0001	Fire Engines Design	Registered	31/01/2018
European Community	002173922-0002	Garden Bird Charcoal Design	Registered	31/01/2018
European Community	002173922-0003	Garden Bird Khaki Design	Registered	31/01/2018
European Community	002173922-0004	Garden Bird Stone Design	Registered	31/01/2018
European Community	002173922-0005	Garden Rose Grey Design	Registered	31/01/2018
European Community	002173922-0006	Garden Rose Red Design	Registered	31/01/2018
European Community	002173922-0007	Highbury Rose Design	Registered	31/01/2018
European Community	002173922-0008	Kentish Rose Blue Design	Registered	31/01/2018
European Community	002173922-0009	Kentish Rose Navy Design	Registered	31/01/2018
European Community	002173922-0010	Kentish Rose Red Design	Registered	31/01/2018
European Community	002173922-0011	Little Birds Design	Registered	31/01/2018
European Community	002173922-0012	Sweetheart Design	Registered	31/01/2018
European Community	002599597-0001	British Birds red	Registered	31/12/2019
European Community	002599597-0002	British Birds grey	Registered	31/12/2019
European Community	002599597-0003	Chelsea Flowers ink	Registered	31/12/2019
European Community	002599597-0004	Cowboy charcoal	Registered	31/12/2019
European Community	002599597-0005	Garden Rose charcoal	Registered	31/12/2019
European Community	002599597-0006	Hampstead Rose ink	Registered	31/12/2019
European Community	002599597-0007	Hampstead Rose midnight	Registered	31/12/2019
European Community	002599597-0008	Large Provence Rose electric pink	Registered	31/12/2019
European Community	002599597-0009	Little Leaves brights	Registered	31/12/2019
European Community	002599597-0010	Merry Christmas	Registered	31/12/2019
European Community	002599597-0011	Park Rose pale blue	Registered	31/12/2019
European Community	002599597-0012	Spray Flowers black	Registered	31/12/2019
European Community	002599597-0013	Spray Flowers red	Registered	31/12/2019
European Community	002599597-0014	Squirrels off white	Registered	31/12/2019

Registered Designs				
European Community	002599597-0015	Swans midnight	Registered	31/12/2019
European Community	002599597-0016	Trailing Rose slate blue	Registered	31/12/2019
European Community	002599597-0017	Winter Rose grey	Registered	31/12/2019
European Community	002599597-0018	Winter Rose oat	Registered	31/12/2019
European Community	002599597-0019	Woodland red	Registered	31/12/2019
European Community	002599597-0020	Woodland Rose deep purple	Registered	31/12/2019
European Community	002599597-0021	Large Spray cornflower blue	Registered	31/12/2019
European Community	002599597-0022	Woodland Rose red	Registered	31/12/2019
European Community	002684951-0001	Graphic Birds Multi (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0002	Meadow Ditsy Blue (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0003	Greenwich Rose Navy (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0004	Blossom Bunch Blue (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0005	Highgate Rose Blue (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0006	Cavendish Rose Off White (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0007	Meadow Charcoal (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0008	Summer Bloom Charcoal (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0009	Richmond Rose Dove Grey (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0010	Hydrangea Oat (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0011	Clardenon Rose Cream (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0012	Daisy Bed Red (SS16, Locarno 05-05)	Registered	30/04/2020
European Community	002684951-0013	Meadow Bunch Pale Sand (SS16, Locarno 05-05)	Registered	30/04/2020
Hong Kong	1101019 4 M001	Bathroom	Registered	15/06/2021

Registered Designs				
Hong Kong	1201106 0 M001	Sherbet Ditsy	Registered	06/06/2017
Hong Kong	1201106 0 M002	Notting Hill Rose Charcoal	Registered	06/06/2017
Hong Kong	1201106 0 M003	Notting Hill Rose Petrol	Registered	06/06/2017
Hong Kong	1201106 0 M004	Kensington Rose Blue	Registered	06/06/2017
Hong Kong	1201106 0 M005	Tea Rose Stripe	Registered	06/06/2017
Hong Kong	1201106 0 M006	Trailing Floral Charcoal	Registered	06/06/2017
Hong Kong	1201106 0 M007	Trailing Floral Stone	Registered	06/06/2017
Hong Kong	1400280 8M001	Aubrey Rose Blue	Registered	17/02/2019
Hong Kong	1400280 8M002	Brighten Up Postcards	Registered	17/02/2019
Hong Kong	1400280 8M003	Painterly Rose	Registered	17/02/2019
Hong Kong	1101019 4M002	Fabric (Chelsea Flowers blue	Registered	15/06/2021
Hong Kong	1400280 8M004	Patchwork Royal Blue	Registered	17/02/2019
Hong Kong	1400280 8M005	Pembridge Rose Blue	Registered	17/02/2019
Hong Kong	1400280 8M006	The Safari Print Cream	Registered	17/02/2019
Hong Kong	1400280 8M007	Westbourne Rose Slate Blue	Registered	17/02/2019
Hong Kong	1101019 4M003	Be A Good Sport	Registered	15/06/2021
Hong Kong	1101019 4M004	Dinosaurs	Registered	15/06/2021
Hong Kong	1101019 4M005	Outer Space	Registered	15/06/2021

Registered Designs				
Hong Kong	1101019 4M006	Pony	Registered	15/06/2021
Hong Kong	1101019 4 M007	Zoo	Registered	15/06/2021
Hong Kong	1101966 2M001	Chelsea Flowers (II)	Registered	15/06/2021
Hong Kong	1101966 2M002	Be A Good Sport (II)	Registered	15/06/2021
Hong Kong	1401251 8M001	Beacon View	Registered	03/07/2019
Hong Kong	1401251 8M002	Clouds true blue	Registered	03/07/2019
Hong Kong	1401251 8M003	Paradise Fields indigo	Registered	03/07/2019
Hong Kong	1401251 8M004	Cranham off white	Registered	03/07/2019
Hong Kong	1401251 8M005	Painted Daisy pink	Registered	03/07/2019
Hong Kong	1401193 4M001	London Buses (Locarno 32-00)	Registered	25/06/2019
Hong Kong	1401193 4M002	Townhouses (Locarno 32-00)	Registered	25/06/2019
Hong Kong	1401193 4M003	Kingswood Rose Ivory (Locarno 32-00)	Registered	25/06/2019
Hong Kong	1401193 4M004	Autumn Bloom Oat (Locarno 32-00)	Registered	25/06/2019
Hong Kong	1401193 4M005	Stop Thief (Locarno 32-00)	Registered	25/06/2019
Hong Kong	1401193 4M006	Newspaper (Locarno 32-00)	Registered	25/06/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Autumn Bloom Oat Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Autumn Bloom Teal Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Mews Ditsy Red (AW14, Locarno 32-00)	Registered	20/02/2019

Registered Designs				
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Clocks Green Stepped Out (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Mews Ditsy Midnight (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Clocks Stepped Out (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Clocks Red Stepped Out (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Townhouses Final Repeat Title (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Stop Thief Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Star Dog Pink Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Pop Dog Repeat Tile (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Mini Garden Floral Red (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	London Buses Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	It's Christmas Red (AW14, Locarno 32-00)	Registered	20/02/2019



Registered Designs				
International Design Deposit CH, EM, NO, SG, TR	DM/083257	CK News Paper with Red (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Kingswood Rose Ivory Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083257	Clifton Rose Midnight Final (AW14, Locarno 32-00)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Autumn Bloom Oat Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Autumn Bloom Teal Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Mews Ditsy Red (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Clocks Green Stepped Out (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Mews Ditsy Midnight (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Clocks Stepped Out (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Clocks Red Stepped Out (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Townhouses Final Repeat Title (AW14, Locarno 05-05)	Registered	20/02/2019

Registered Designs				
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Stop Thief Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Star Dog Pink Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Pop Dog Repeat Tile (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Mini Garden Floral Red (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	London Buses Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	It's Christmas Red (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	CK News Paper with Red (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Kingswood Rose Ivory Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/083248	Clifton Rose Midnight Final (AW14, Locarno 05-05)	Registered	20/02/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Beacon View (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Clouds true blue (AW14, Locarno 32-00)	Registered	01/07/2019

Registered Designs				
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Paradise Fields indigo (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Cranham off white (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Painted Daisy pink (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Rainbow Rose (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Paradise Flowers indigo (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	Patchwork Spot (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR	DM/084010	River Fish (AW14, Locarno 32-00)	Registered	01/07/2019
International Design Deposit CH, EM, NO, SG, TR, KR	DM/084672	Billie and Friends (AW15, Locarno 05-05)	Registered	13/10/2019
International Design Deposit CH, EM, NO, SG, TR, KR	DM/084672	Billie Goes to Town (AW15, Locarno 05-05)	Registered	13/10/2019
International Design Deposit CH, EM, NO, SG, TR, KR	DM/084672	Oxford Rose (AW15, Locarno 05-05)	Registered	13/10/2019

Registered Designs				
International Design Deposit CH, EM, NO, SG, TR, KR	DM/084672	Sausage Dogs (AW15, Locarno 05-05)	Registered	13/10/2019
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Billies goes on holiday (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Spring Cottage (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Garden Gnomes Natural (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Guards & Friends (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Blossom Birds Dusty Blue (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Flower Pots (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Beach Huts (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Sea View White (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM, NO, SG, TR	DM/086803	Padstow Rose Ocean Blue (Locarno 32-00)	Registered	17/04/2020
International Design Deposit CH, EM,	DM/086803	Wild Raspberries Blue (Locarno 32-00)	Registered	17/04/2020

NO, SG, TR				
International Design Deposit CH, EM, NO, SG, TR	DM/88569	London Streets (Locarno 32-00)	Registered	01/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Story Books (Locarno 32-00)	Registered	02/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Orchard Bloom (Locarno 32-00)	Registered	03/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Ashdown Forest (Locarno 32-00)	Registered	04/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Ashdown Rose (Locarno 32-00)	Registered	05/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Billie (Locarno 32-00)	Registered	06/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Forest Bunch (Locarno 32-00)	Registered	07/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Forest Rose (Locarno 32-00)	Registered	08/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Forest Animals (Locarno 32-00)	Registered	09/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Hedgehogs (Locarno 32-00)	Registered	10/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Norfolk Rose red (Locarno 32-00)	Registered	11/12/2020

Registered Designs				
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Norfolk Rose charcoal (Locarno 32-00)	Registered	12/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/88569	Wells Rose (Locarno 32-00)	Registered	13/12/2020
International Design Deposit CH, EM, NO, SG, TR	DM/091246	Anemone (Locarno 32-00)	Registered	20/06/2021
International Design Deposit CH, EM, NO, SG, TR	DM/091246	Elvington Rose (Locarno 32-00)	Registered	21/06/2021
International Design Deposit CH, EM, NO, SG, TR	DM/091246	Windflower Bunch (Locarno 32-00)	Registered	22/06/2021
International Design Deposit CH, EM, NO, SG, TR	DM/091246	Painted Pansies (Locarno 32-00)	Registered	23/06/2021
International Design Deposit CH, EM, NO, SG, TR	DM/091246	London Park (Locarno 32-00)	Registered	24/06/2021
International Design Deposit CH, EM, NO, SG, TR	DM/091246	London Town (Locarno 32-00)	Registered	25/06/2021
International Design Deposit CH, EM, NO, SG, TR	DM/091246	Duck Pond (Locarno 32-00)	Registered	26/06/2021
Japan	1445193	Be A Good Sport White Design	Registered	01/06/2017
Japan	1453738	Sherbet Ditsy	Registered	21/09/2017
Japan	1453739	Notting Hill Rose Charcoal	Registered	21/09/2017
Japan	1453803	Notting Hill Rose Petrol	Registered	21/09/2017
Japan	1453740	Kensington Rose Blue	Registered	21/09/2017

Registered Designs				
Japan	1453741	Tea Rose Stripe	Registered	21/09/2017
Japan	1453742	Trailing Floral Charcoal	Registered	21/09/2017
Japan	1453804	Trailing Floral Stone	Registered	21/09/2017
Japan	1458416	Bathroom Design	Registered	22/11/2017
Japan	1445418	Chelsea roses blue new repeat section Design	Registered	01/06/2017
Japan	1445194	Chelsea roses white repeat section revised Design	Registered	01/06/2017
Japan	1445195	Dinosaurs Design	Registered	01/06/2017
Japan	1445196	Outer Space Design	Registered	01/06/2017
Japan	1445197	Pony Print Design	Registered	01/06/2017
Japan	1445198	Zoo Design	Registered	01/06/2017
Japan	1445419	Be A Good Sport Design	Registered	01/06/2017
Republic of Korea	30-0626870	Fabric designs (bathroom, Chelsea flowers, dinosaurs, outer space, pony, zoo)	Registered	22/12/2017
Republic of Korea	30-0622845	Be a good sport (fabric design)	Registered	22/11/2017
Republic of Korea	30-0712007	Bloomsbury Blue	Registered	07/10/2017
Republic of Korea	30-0654973	Trailing Floral Stone	Registered	26/07/2017
Republic of Korea	30-0711968	Kew Sprig Charcoal	Registered	07/10/2017
Republic of Korea	30-0711987	Provence Rose Red	Registered	07/10/2017
Republic of Korea	30-0723096	Kentish Rose (Navy)	Registered	24/12/2017
Republic of Korea	30-0713934	Kew Sprig Stone	Registered	21/10/2017
Republic of Korea	30-0732046	Garden Rose Red and Garden Rose Grey	Registered	25/02/2017
Republic of Korea	30-0759175	Aubrey Rose Blue	Registered	25/08/2017
Republic of Korea	30-0759175	Aubrey Rose Stone	Registered	25/08/2017
Republic of Korea	30-0759175	Elgin Ditsy Cream	Registered	25/08/2017
Republic of Korea	30-0759175	Painterly Rose	Registered	25/08/2017
Republic of Korea	30-0759175	Patchwork Royal Blue	Registered	25/08/2017

Registered Designs				
Republic of Korea	30-0654973	Trailing Floral Charcoal	Registered	26/07/2017
Republic of Korea	30-0759175	Pembridge Rose Blue	Registered	25/08/2017
Republic of Korea	30-0759175	Pembridge Rose Khaki	Registered	25/08/2017
Republic of Korea	30-0759175	Westbourne Rose Slate Blue	Registered	25/08/2017
Republic of Korea	30-0759175	The Safari Print Cream	Registered	25/08/2017
Republic of Korea	30-0759175	Brighten Up Postcards	Registered	25/08/2017
Republic of Korea	30-0737254-0000	BAG_BACK PACK MATT COATED KENTISH ROSE NAVY (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0737309-0000	BAG_DAY BAG W/LEATHER MATT COATED GARDEN ROSE GREY (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0737339-0000	BAG_CROSS BODY BAG W/GRAB HANDLE O/C Highbury Rose Stone (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0737331-0000	BAG_LEATHER STRAP MESSENGER BAG GARDEN BIRDS OLIVE (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0737251-0000	BAG_FOLDED MESSENGER BAG Highbury Rose Stone (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0654973	Nottingham Rose Petrol	Registered	26/07/2017
Republic of Korea	30-0737274-0000	BAG_BUSINESS BAG MATT COATED KENTISH ROSE NAVY (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0737243-0000	BAG Everyday Bag MATT COATED KENTISH ROSE NAVY (assigned by Starluxe Corporation)	Registered	31/03/2017
Republic of Korea	30-0737281-0000	BAG_KIDS RUCKSACK DAISIES WHITE (assigned by Starluxe Corporation)	Registered	31/03/2017



Registered Designs				
Republic of Korea	30-0720988-0000	BAG_KIDS SCHOOL SACHEL TRAINS GREY (assigned by Starlux Corporation)	Registered	10/12/2016
Republic of Korea	30-0737288-0000	BAG_ZIP CHANGING BAG POSY OFF WHITE (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0736316-0000	PENCIL CASE_ZIP CHANGING BAG POSY OFF WHITE (assigned by Starlux Corporation)	Registered	24/03/2017
Republic of Korea	30-0737318-0000	POUCH_ZIP CHANGING BAG POSY OFF WHITE (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0721003-0000	HANDKERCHIEF_ZIP CHANGING BAG POSY OFF WHITE (assigned by Starlux Corporation)	Registered	10/12/2016
Republic of Korea	30-0737342-0000	BAG_SHOPPER FOLD AWAY POLYESTER BIG SPOT TURQUOISE (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0737352-0000	WALLET_FOLDED ZIP WALLET W/LEATHER O/C GARDEN BIRDS CHARCOAL (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0654973	Nottingham Rose Charcoal	Registered	26/07/2017
Republic of Korea	30-0737351-0000	BAG_BACK PACK MATT COATED GARDEN ROSE GREY (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0737292-0000	POUCH_TRAVEL POUCH SMALL GARDEN ROSE RED (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0737249-0000	POUCH_ZIP PURSE W/WRIST STRAP LITTLE BIRD STONE (assigned by Starlux Corporation)	Registered	31/03/2017

Registered Designs				
Republic of Korea	30-0737329-0000	BAG_DAY BAG W/LEATHER MATT COATED HAMPSTEAD ROSE RED (assigned by Starlux Corporation)	Registered	31/03/2017
Republic of Korea	30-0716130-0000	FABRIC_GARDEN BIRDS OLIVE (assigned by Starlux Corporation)	Registered	06/11/2016
Republic of Korea	30-0716161-0000	FABRIC_GARDEN BIRDS STONE (assigned by Starlux Corporation)	Registered	06/11/2016
Republic of Korea	30-0720996-0000	FABRIC_HIGHBURY ROSE STONE (assigned by Starlux Corporation)	Registered	10/12/2016
Republic of Korea	30-0733253-0000	FABRIC_GUARDS WHITE (assigned by Starlux Corporation)	Registered	04/03/2017
Republic of Korea	30-0720985-0000	FABRIC_SWEETHEART ROSE RED (assigned by Starlux Corporation)	Registered	10/12/2016
Republic of Korea	30-0776715-0001	London Buses (Locarno 32-00)	Registered	15/12/2017
Republic of Korea	30-0654973	Tea Rose Stripe	Registered	26/07/2017
Republic of Korea	30-0776715-0002	Townhouses (Locarno 32-00)	Registered	15/12/2017
Republic of Korea	30-0776715-0003	Kingswood Rose Ivory (Locarno 32-00)	Registered	15/12/2017
Republic of Korea	30-0776715-0004	Autumn Bloom Oat (Locarno 32-00)	Registered	15/12/2017
Republic of Korea	30-0776715-0005	Stop Thief (Locarno 32-00)	Registered	15/12/2017

Registered Designs				
Republic of Korea	30-0776715-0006	Newspaper (Locarno 32-00)	Registered	15/12/2017
Republic of Korea	30-0774551-0001	Beacon View (series of 2)	Registered	01/12/2017
Republic of Korea	30-0774551-0002	Clouds true blue (series of 2)	Registered	14/01/2018
Republic of Korea	30-0774551-0003	Paradise Fields indigo (series of 2)	Registered	14/01/2018
Republic of Korea	30-0774551-0004	Cranham off white (series of 2)	Registered	14/01/2018
Republic of Korea	30-0774551-0005	Painted Daisy pink (series of 2)	Registered	14/01/2018
Republic of Korea	30-0654973	Sherbet ditsy fabric	Registered	26/07/2017
Republic of Korea	30-0774551-0006	Rainbow Rose (series of 2)	Registered	14/01/2018
Republic of Korea	30-0774551-0007	Paradise Flowers indigo (series of 2)	Registered	14/01/2018
Republic of Korea	30-0774551-0008	Patchwork Spot (series of 2)	Registered	14/01/2018
Republic of Korea	30-0774551-0009	River Fish (series of 2)	Registered	14/01/2018
Republic of Korea	30-0816222	Provence Rose electric pink	Registered	14/09/2018
Republic of Korea	30-0821226	Garden Rose charcoal	Registered	16/10/2018
Republic of Korea	30-0821225	Chelsea Flowers ink	Registered	16/10/2018
Republic of Korea	30-2014-0062812	Hampstead Rose midnight	Registered	28/12/2018
Republic of Korea	30-2014-0062813	Winter Rose oat	Registered	16/11/2018
Republic of Korea	30-0813576	Spring Cottage Cream (SS16, Locarno 05-05)	Registered	28/08/2018
Republic of Korea	30-0654973	Kensington Rose Blue	Registered	26/07/2017
Republic of Korea	30-0821276	Guards & Friends Cream (SS16, Locarno 05-05)	Registered	16/10/2018
Republic of Korea	30-0818812	Blossom Birds Dusty Blue (SS16, Locarno 05-05)	Registered	01/10/2018
Republic of Korea	30-0816254	Flower Pots (SS16, Locarno 05-05)	Registered	14/09/2018
Republic of Korea	30-0808165	Summer Bloom Charcoal (SS16, Locarno 05-05)	Registered	23/07/2018
Republic of Korea	30-2015-0020273	Richmond Rose Dove Grey (SS16, Locarno 05-05)	Registered	23/07/2018
Republic of Korea	30-2015-0020280	Hydrangea Oat (SS16, Locarno 05-05)	Registered	23/07/2018

Registered Designs				
Republic of Korea	30-0841558	BILLIE	Registered	01/02/2019
Republic of Korea	30-0844418	FOREST BUNCH	Registered	08/03/2019
Republic of Korea	30-0841557	FOREST ROSE	Registered	19/02/2019
Republic of Korea	30-2015-0060759	LONDON STREETS	Pending	
Republic of Korea	30-0711976	Antique Rose Petrol	Registered	07/10/2017
Republic of Korea	30-0844419	NORFOLK ROSE CHARCOAL	Registered	08/03/2019
Republic of Korea	30-0841558	NORFOLK ROSE RED	Registered	19/02/2019
Republic of Korea	30-2015-0060764	ORCHARD BLOOM	Pending	
Republic of Korea	30-0841559	THORP FLOWERS	Registered	19/02/2019
Republic of Korea	30-0841560	WELLS ROSE	Registered	01/02/2019
Republic of Korea	30-2016-0029925	ANEMONE	Pending	
Republic of Korea	30-2016-0029928	ELVINGTON ROSE	Pending	
Republic of Korea	30-2016-0029930	WINDFLOWER BUNCH	Pending	
Republic of Korea	30-2016-0029933	PAINTED PANSIES	Pending	
Republic of Korea	30-2016-0029936	LONDON PARK	Pending	
Republic of Korea	30-2016-0029940	LONDON TOWN	Pending	
Republic of Korea	30-2016-0029945	DUCK POND	Pending	
Taiwan	D170275	Aubrey Rose Blue	Registered	10/09/2017
Taiwan	D168908	Aubrey Rose Stone	Registered	10/07/2017
Taiwan	D167018	Brighten Up Postcards	Registered	10/04/2017
Taiwan	D167167	Painterly Rose	Registered	20/04/2017
Taiwan	D153223	Sherbet ditsy fabric	Registered	30/04/2017
Taiwan	D167168	Patchwork Royal Blue	Registered	20/04/2017
Taiwan	D169652	Pembridge Rose Blue	Registered	10/08/2017
Taiwan	D169653	Pembridge Rose Khaki	Registered	10/08/2017
Taiwan	D167169	The Safari Print Cream	Registered	20/04/2017

Registered Designs				
Taiwan	D167170	Westbourne Rose Slate Blue	Registered	20/04/2017
Taiwan	D170043	Autumn Bloom Oat (Locarno 32-00)	Registered	31/08/2017
Taiwan	D170044	Newspaper (Locarno 32-00)	Registered	31/08/2017
Taiwan	D170045	Kingswood Rose Ivory (Locarno 32-00)	Registered	31/08/2017
Taiwan	D170545	London Buses (Locarno 32-00)	Registered	20/09/2017
Taiwan	D170546	Stop Thief (Locarno 32-00)	Registered	20/09/2017
Taiwan	D153224	Nottingham Rose - Charcoal	Registered	30/04/2017
Taiwan	D170547	Townhouses (Locarno 32-00)	Registered	20/09/2017
Taiwan	D170548	Beacon View	Registered	20/09/2017
Taiwan	D170046	CLOUDS TRUE BLUE	Registered	31/08/2017
Taiwan	D170047	PARADISE FIELDS INDIGO	Registered	31/08/2017
Taiwan	D170048	CRANHAM OFF WHITE	Registered	31/08/2017
Taiwan	D170049	Painted Daisy pink	Registered	31/08/2017
Taiwan	D153225	Kensington rose blue	Registered	30/04/2017
Taiwan	D153226	Tea rose stripe	Registered	30/04/2017
Taiwan	D153227	Trailing floral charcoal	Registered	30/04/2017
Thailand	46486	Bathroom (fabric design)	Registered	19/07/2017
Thailand	36742	Chelsea flowers (blue) (fabric design)	Registered	19/07/2017
Thailand	36743	Chelsea flowers (white) (fabric design)	Registered	19/07/2017
Thailand	36744	Dinosaurs (fabric design)	Registered	19/07/2017
Thailand	1102002039	Outer space (fabric design)	Pending	
Thailand	36745	Pony (fabric design)	Registered	19/07/2017
Thailand	36746	Zoo (fabric design)	Registered	18/07/2021
Thailand	36748	Be a good sport (white) (fabric design)	Registered	19/07/2017
Thailand	36747	Be a good sport (navy) (fabric design)	Registered	19/07/2017
Thailand	37813	Sherbet Ditsy	Registered	05/06/2022
Thailand	37814	Notting Hill Rose Charcoal	Registered	05/06/2022
Thailand	37815	Notting Hill Rose Petrol	Registered	05/06/2022

Registered Designs				
Thailand	37816	Kensington Rose Blue	Registered	05/06/2022
Thailand	37817	Tea Rose Stripe	Registered	05/06/2022
Thailand	37818	Trailing Floral Charcoal	Registered	05/06/2022
Thailand	37819	Trailing Floral Stone	Registered	05/06/2022
Thailand	49600	Patchwork Royal Blue	Registered	03/03/2018
Thailand	1402000388	The Safari Print Cream	Pending	
Thailand	1402001662	London Buses (Locarno 32-00)	Published	
Thailand	1402001663	Townhouses (Locarno 32-00)	Published	
Thailand	1402001664	Kingswood Rose Ivory (Locarno 32-00)	Published	
Thailand	1402001665	Autumn Bloom Oat (Locarno 32-00)	Published	
Thailand	1402001666	Stop Thief (Locarno 32-00)	Pending	
Thailand	1402001667	Newspaper (Locarno 32-00)	Published	
Thailand	1402001709	Beacon View	Pending	
Thailand	1402001710	Clouds true blue	Pending	
Thailand	1402001711	Paradise Fields indigo	Pending	
Thailand	1402001712	Cranham off white	Published	
Thailand	1402001713	Painted Daisy pink	Pending	
Trade Marks				
Argentina	2729693	CATH KIDSTON (word mark)	Registered	29/05/2025
Argentina	3444285	CATH KIDSTON (word mark)	Published	
Argentina	3444284	CATH KIDSTON (word mark)	Published	
Argentina	3444283	CATH KIDSTON (word mark)	Published	
Argentina	3444282	CATH KIDSTON (word mark)	Published	
Argentina	3444281	CATH KIDSTON (word mark)	Published	
Argentina	3444280	CATH KIDSTON (word mark)	Published	
Argentina	3 498 997	CATH KIDS	Pending	

Trade Marks				
Argentina	3 498 995	CATH KIDS	Pending	
Argentina	3 498 998	CATH KIDS	Pending	
Argentina	3 498 999	CATH KIDS	Pending	
Argentina	3 499 000	CATH KIDS	Pending	
Argentina	3 499 001	CATH KIDS	Pending	
Argentina	3 499 002	CATH KIDS	Pending	
Argentina	3 498 994	CATH KIDS	Pending	
Armenia	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Australia	946180	CATH KIDSTON	Registered	07/03/2023
Australia	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Australia	1237301	London Buses Print Device	Registered	17/10/2024
Australia	1255718	London Print (device mark)	Registered	01/12/2024
Australia	1258949	CATH	Registered	09/04/2025
Australia	1251672	KIDSTON	Registered	09/04/2025
Australia	1289856	MEADOW POSY	Registered	17/12/2025
Australia	1023111	CATH KIDSTON	Registered	26/11/2019
Australia	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Australia	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Australia	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Bahrain	TM104401	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Bahrain	TM104402	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Bahrain	TM104403	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Bahrain	TM104404	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Bahrain	TM104405	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Bahrain	TM116675	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Bahrain	1289856	MEADOW POSY	Pending	
Bahrain	1023111	CATH KIDSTON	Registered	26/11/2019
Bahrain	1048046	CATH KIDS (word)	Registered	14/05/2020

Trade Marks				
Bahrain	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Bahrain	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Bahrain	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Bahrain	1212089	CATH KIDS (word mark)	Registered	05/06/2024
Bangladesh	177488	Cath Kidston (Stylised)	Pending	
Bangladesh	177483	Cath Kidston (Stylised)	Pending	
Bangladesh	177487	Cath Kidston (Stylised)	Pending	
Belarus	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Belarus	1023111	CATH KIDSTON	Registered	26/11/2019
Brazil	907654096	CATH KIDSTON (word mark)	Published	
Brazil	910063656	CATH KIDSTON (word mark)	Published	
Brazil	910063680	CATH KIDSTON (word mark)	Published	
Brazil	910063702	CATH KIDSTON (word mark)	Published	
Brazil	910063745	CATH KIDSTON (word mark)	Published	
Brazil	910063761	CATH KIDSTON (word mark)	Published	
Brazil	910063818	CATH KIDSTON (word mark)	Published	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Brazil		CATH KIDS (word mark)	Pending	
Cambodia	KH/40423/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40717/12	CATH KIDS (stylised)	Registered	09/08/2021



Trade Marks				
Cambodia	KH/40424/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40425/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40426/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40427/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40428/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40429/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40430/12	CATH KIDSTON (stylised)	Registered	09/08/2021
Cambodia	KH/40716/12	CATH KIDS (stylised)	Registered	09/08/2021
Cambodia	1224687	Cath Kidston (stylised)	Pending	
Cambodia	1224687	Cath Kidston (stylised)	Pending	
Cambodia	1224687	Cath Kidston (stylised)	Pending	
Canada	TMA718483	CATH KIDSTON (word)	Registered	14/07/2023
Canada	TMA718676	CATH KIDS (word)	Registered	16/07/2023
Canada	1763112	MEADOW POSY (Word Mark)	Pending	
Canada	1778618	CATH KIDSTON	Pending	
Canada	1778617	CATH KIDS	Pending	
Chile	1171308	CATH KIDSTON (word mark)	Published	
Chile	1201233	CATH KIDS	Pending	
Chile	1168284	CATH KIDSTON	Pending	
China	4252094	CATH KIDS (stylised)	Registered	06/02/2017
China	4252245	CATH KIDS (stylised)	Registered	06/02/2017
China	4252081	CATH KIDSTON	Registered	06/02/2017
China	4252082	CATH KIDSTON	Registered	06/02/2017
China	4252248	CATH KIDS (stylised)	Registered	20/08/2017
China	4252247	CATH KIDS (stylised)	Registered	20/08/2017
China	4252246	CATH KIDS (stylised)	Registered	20/08/2017
China	4252080	CATH KIDSTON	Registered	20/08/2017

Trade Marks				
China	4252244	CATH KIDSTON	Registered	20/08/2017
China	4252085	CATH KIDSTON	Registered	20/08/2017
China	4252078	CATH KIDSTON	Registered	20/08/2017
China	4252077	CATH KIDSTON	Registered	20/08/2017
China	4252084	CATH KIDSTON	Registered	20/08/2017
China	4252083	CATH KIDSTON	Registered	20/08/2017
China	4252093	CATH KIDS (stylised)	Registered	13/09/2017
China	4252092	CATH KIDS (stylised)	Registered	13/09/2017
China	4252090	CATH KIDS (stylised)	Registered	13/09/2017
China	4252089	CATH KIDS (stylised)	Registered	13/09/2017
China	4252091	CATH KIDS (stylised)	Registered	13/04/2018
China	4252088	CATH KIDS (stylised)	Registered	13/04/2018
China	4252087	CATH KIDS (stylised)	Registered	13/04/2018
China	4252086	CATH KIDS (stylised)	Registered	13/04/2018
China	4252079	CATH KIDSTON	Registered	13/04/2018
China	4252076	CATH KIDSTON	Registered	13/04/2018
China	4252075	CATH KIDSTON	Registered	13/04/2018
China	4252074	CATH KIDSTON	Registered	13/04/2018
China	12094343	CATH KIDSTON (word mark)	Registered	13/07/2024
China	12094342	CATH KIDSTON (word mark)	Registered	13/07/2024
China	12094340	CATH KIDSTON (word mark)	Registered	13/07/2024
China	12094341	CATH KIDSTON (word mark)	Registered	13/07/2024
China	1224687	Cath Kidston (stylised)	Registered	28/07/2024
China	1251907	LINEN SPRIG (word mark)	Registered	17/10/2024
China	1252585	WILD STRAWBERRY (word mark)	Pending	
China	1252369	DAISY ROSE (word mark)	Registered	17/10/2024
China	1251825	CAMBERWELL ROSE (word mark)	Registered	17/10/2024
China	1240738	KENTISH ROSE (word mark)	Registered	17/10/2024

Trade Marks				
China	1258949	CATH	Pending	
China	1251672	KIDSTON	Pending	
China	1289856	MEADOW POSY	Pending	
China	1023111	CATH KIDSTON	Registered	26/11/2019
China	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
China	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
China	16845832	Cath Kidston (Black/White, Stylised)	Published	
China	16845831	Cath Kidston (Black/White, Stylised)	Published	
China	16845830	Cath Kidston (Black/White, Stylised)	Published	
China	16845829	Cath Kidston (Black/White, Stylised)	Published	
China	16845828	Cath Kidston (Black/White, Stylised)	Published	
China	16845827	Cath Kidston (Black/White, Stylised)	Published	
China	16845826	Cath Kidston (Black/White, Stylised)	Published	
China	16845825	Cath Kidston (Black/White, Stylised)	Published	
China	16845824	Cath Kidston (Black/White, Stylised)	Published	
China	16845823	Cath Kidston (Black/White, Stylised)	Published	
China	16845822	Cath Kidston (Black/White, Stylised)	Published	
China	16845821	Cath Kidston (Black/White, Stylised)	Published	
China	16845820	Cath Kidston (Black/White, Stylised)	Published	
China	16845819	Cath Kidston (Black/White, Stylised)	Published	
China	16845818	Cath Kidston (Black/White, Stylised)	Published	
China	16845817	Cath Kidston (Black/White, Stylised)	Published	
China	16845816	Cath Kidston (Black/White, Stylised)	Published	
China	16845815	Cath Kidston (Black/White, Stylised)	Published	
China	16845814	Cath Kidston (Black/White, Stylised)	Published	
China	16845813	Cath Kidston (Black/White, Stylised)	Published	

Trade Marks				
China	16845812	Cath Kidston (Black/White, Stylised)	Pending	
China	16845811	Cath Kidston (Black/White, Stylised)	Published	
China	16845590	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845589	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845588	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845587	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845586	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845585	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845584	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845583	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845582	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845581	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845580	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845579	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845578	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845577	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845576	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845575	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845574	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845573	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845572	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845571	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845570	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845569	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845568	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	

Trade Marks				
China	16845567	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845566	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845565	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845564	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845563	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845562	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845561	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845560	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845559	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845558	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845557	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845556	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845555	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845554	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845553	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845552	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845551	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845550	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845549	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845548	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845547	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	
China	16845546	凯茜琦丝敦 CATH KIDSTON in Chinese characters	Published	

Trade Marks				
China	16845855	Cath Kidston (Black/White, Stylised)	Published	
China	16845854	Cath Kidston (Black/White, Stylised)	Published	
China	16845853	Cath Kidston (Black/White, Stylised)	Published	
China	16845852	Cath Kidston (Black/White, Stylised)	Published	
China	16845851	Cath Kidston (Black/White, Stylised)	Published	
China	16845850	Cath Kidston (Black/White, Stylised)	Published	
China	16845849	Cath Kidston (Black/White, Stylised)	Published	
China	16845849	Cath Kidston (Black/White, Stylised)	Published	
China	16845848	Cath Kidston (Black/White, Stylised)	Published	
China	16845847	Cath Kidston (Black/White, Stylised)	Published	
China	16845846	Cath Kidston (Black/White, Stylised)	Published	
China	16845845	Cath Kidston (Black/White, Stylised)	Published	
China	16845844	Cath Kidston (Black/White, Stylised)	Published	
China	16845843	Cath Kidston (Black/White, Stylised)	Published	
China	16845842	Cath Kidston (Black/White, Stylised)	Published	
China	16845841	Cath Kidston (Black/White, Stylised)	Published	
China	16845840	Cath Kidston (Black/White, Stylised)	Published	
China	16845839	Cath Kidston (Black/White, Stylised)	Published	
China	16845838	Cath Kidston (Black/White, Stylised)	Published	
China	16845837	Cath Kidston (Black/White, Stylised)	Published	
China	16845836	Cath Kidston (Black/White, Stylised)	Published	
China	16845835	Cath Kidston (Black/White, Stylised)	Published	
China	16845834	Cath Kidston (Black/White, Stylised)	Published	
China	16845833	Cath Kidston (Black/White, Stylised)	Published	
Colombia	503906	CATH KIDSTON (word mark)	Registered	28/10/2024

Trade Marks				
Colombia	1289856	MEADOW POSY	Pending	
Colombia	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Colombia	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Ecuador	2016-234	MEADOW POSY	Pending	
Ecuador	2016-237	MEADOW POSY	Pending	
Egypt	1224687	Cath Kidston (stylised)	Pending	
Egypt	1023111	CATH KIDSTON	Registered	26/11/2019
Egypt	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
European Community	008700511	CATH KIDSTON	Registered	30/11/2019
European Community	008891947	CATH KIDS	Registered	29/02/2020
European Community	009716473	BE A GOOD SPORT (word mark)	Registered	28/02/2021
European Community	010202422	RETRO FLOWERS	Registered	31/08/2021
European Community	010330132	BLOSSOM & device	Registered	31/10/2021
European Community	EU002670412	CATH KIDSTON	Registered	30/04/2022
European Community	011244183	Cath's Cafe (word & device)	Registered	31/10/2022
European Community	011247351	COMING UP ROSES	Registered	31/10/2022
European Community	002969772	CATH KIDSTON	Registered	30/11/2022
European Community	011886934	CATH KIDSTON (word mark)	Registered	30/06/2023
European Community	013030002	PROVENCE ROSE (word mark)	Registered	30/06/2024
European Community	013032495	Cath Kidston (stylised)	Registered	30/06/2024
European Community	013633037	Cowboy (picture mark)	Registered	30/11/2024
European Community	EU014665871	THE HOME OF MODERN VINTAGE	Registered	31/10/2025
European Community	014749014	CATH HOME	Registered	31/10/2025
European Community	015020332	CATH KIDSTON (stylised)	Registered	31/01/2026
European Community	EU015537285	THE HOME OF MODERN VINTAGE	Pending	

Trade Marks				
European Community	1237301	London Buses Print Device	Registered	17/10/2024
European Community	1251907	LINEN SPRIG (word mark)	Registered	17/10/2024
European Community	1251824	WINDSOR ROSE (word mark)	Registered	17/10/2024
European Community	1252585	WILD STRAWBERRY (word mark)	Registered	17/10/2024
European Community	1252369	DAISY ROSE (word mark)	Registered	17/10/2024
European Community	1251825	CAMBERWELL ROSE (word mark)	Registered	17/10/2024
European Community	1240738	KENTISH ROSE (word mark)	Registered	17/10/2024
European Community	1255718	London Print (device mark)	Registered	01/12/2024
European Community	1258949	CATH	Registered	09/04/2025
European Community	1251672	KIDSTON	Registered	09/04/2025
European Community	1289856	MEADOW POSY	Published	
European Community	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
European Community	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Hong Kong	300302480	CATH KIDS (stylised) (series of 2)	Registered	15/10/2019
Hong Kong	301872009	Cath Kidston (stylised)	Registered	27/03/2021
Hong Kong	303023054	Cath Kidston Ltd ORIGINAL LONDON (series of 2)	Registered	05/06/2024
Hong Kong	303023117	Cath Kidston ORIGINAL LONDON (series of 2)	Registered	05/06/2024
Hong Kong	300302471	CATH KIDSTON (word)	Registered	14/10/2024
Hong Kong	303170772	London Buses print device	Registered	19/10/2024
Hong Kong	303221856	London Print (Colour/black and white - series of 2)	Registered	02/12/2024
Hong Kong	303637431	MEADOW POSY (Word Mark)	Registered	21/12/2025
Hong Kong	303759120	CATH KIDSTON	Pending	
India	1303976	CATH KIDS (stylised) (series of 2)	Registered	20/08/2024
India	1303977	CATH KIDSTON (word)	Registered	20/08/2024
India	1224687	Cath Kidston (stylised)	Pending	
India	1289856	MEADOW POSY	Pending	
India	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Pending	



Trade Marks				
India	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Pending	
Indonesia	IDM000388725	CATH KIDS (stylised)	Registered	26/07/2021
Indonesia	IDM000388726	CATH KIDSTON (stylised)	Registered	26/07/2021
Indonesia	D002014026406	Cath Kidston Ltd ORIGINAL LONDON	Pending	
Indonesia	D002014026404	Cath Kidston ORIGINAL LONDON	Pending	
Indonesia	D002014048128	London Buses print device	Pending	
Indonesia	D002014059171	London Print (Colour)	Pending	
Indonesia	D002016003025	MEADOW POSY (Word Mark)	Pending	
Indonesia	D002016019572	CATH KIDSTON (word mark)	Pending	
Indonesia	D002016019953	CATH KIDS (word mark)	Pending	
Indonesia	D002016019949	CATH KIDS (word only)	Pending	
Iran	1224687	Cath Kidston (stylised)	Pending	
Israel	1224687	Cath Kidston (stylised)	Pending	
Japan	5219676	CATH KIDSTON (Roman & Katakana Characters)	Registered	03/04/2019
Japan	5572598	CATH KIDSTON	Registered	05/04/2023
Japan	5584600	Cath's Cafe (word & device)	Registered	24/05/2023
Japan	4742839	CATH KIDSTON (word mark)	Registered	23/01/2024
Japan	1237301	London Buses Print Device	Registered	17/10/2024
Japan	1251907	LINEN SPRIG (word mark)	Registered	17/10/2024
Japan	1251824	WINDSOR ROSE (word mark)	Registered	17/10/2024
Japan	1252585	WILD STRAWBERRY (word mark)	Registered	17/10/2024
Japan	1252369	DAISY ROSE (word mark)	Registered	17/10/2024
Japan	1251825	CAMBERWELL ROSE (word mark)	Registered	17/10/2024
Japan	1240738	KENTISH ROSE (word mark)	Registered	17/10/2024
Japan	1255718	London Print (device mark)	Registered	01/12/2024
Japan	1258949	CATH	Pending	
Japan	1251672	KIDSTON	Registered	09/04/2025
Japan	1289856	MEADOW POSY	Registered	17/12/2025
Japan	1023111	CATH KIDSTON	Registered	26/11/2019

Trade Marks				
Japan	1048046	CATH KIDS (word)	Registered	14/05/2020
Japan	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Japan	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Japan	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Japan	2015-122808	Cath Kidston (Stylised)	Pending	
Japan	2015-123199	Cath Kidston (Stylised)	Pending	
Kazakstan	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Kuwait	82564	CATH KIDSTON (Stylised)	Registered	15/12/2018
Kuwait	92259	CATH KIDSTON	Registered	22/12/2019
Kuwait	92260	CATH KIDSTON	Registered	22/12/2019
Kuwait	92261	CATH KIDSTON	Registered	22/12/2019
Kuwait	92264	CATH KIDSTON	Registered	22/12/2019
Kuwait	92257	CATH KIDSTON (words)	Registered	22/12/2019
Kuwait	92258	CATH KIDSTON (word)	Registered	22/12/2019
Kuwait	92262	CATH KIDSTON (word)	Registered	22/12/2019
Kuwait	92263	CATH KIDSTON (word)	Registered	22/12/2019
Kuwait	153687	CATH KIDSTON in Arabic Characters	Pending	
Kuwait	153688	CATH KIDSTON in Arabic Characters	Pending	
Kuwait	153689	CATH KIDSTON in Arabic Characters	Pending	
Kuwait	153690	CATH KIDSTON in Arabic Characters	Published	
Kuwait	153691	CATH KIDSTON in Arabic Characters	Pending	
Kuwait	153692	CATH KIDS	Pending	
Kuwait	153693	CATH KIDS	Published	
Kuwait	170366	CATH KIDSTON (Word Mark)	Published	
Kuwait	170367	CATH KIDSTON (Word Mark)	Published	
Kuwait	170368	CATH KIDSTON (Word Mark)	Published	
Kuwait	170369	CATH KIDSTON (Word Mark)	Published	
Kuwait	170370	CATH KIDSTON (Word Mark)	Published	

Trade Marks				
Kuwait	170371	CATH KIDS (Word Mark)	Published	
Kuwait	170372	CATH KIDS (Word Mark)	Published	
Kuwait	170373	CATH KIDS (Word Mark)	Pending	
Kuwait	170374	CATH KIDS (Word Mark)	Published	
Kuwait	176034	MEADOW POSY (Word Mark)	Pending	
Kuwait	176033	MEADOW POSY (Word Mark)	Pending	
Kuwait	181317	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Kyrgyzstan	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Macao	N/060015	CATH KIDS	Registered	14/03/2019
Macao	N/060023	CATH KIDSTON	Registered	14/03/2019
Macao	N/060016	CATH KIDS	Registered	14/03/2019
Macao	N/060017	CATH KIDSTON	Registered	14/03/2019
Macao	N/060018	CATH KIDSTON	Registered	14/03/2019
Macao	N/060019	CATH KIDSTON	Registered	14/03/2019
Macao	N/060020	CATH KIDSTON	Registered	14/03/2019
Macao	N/060021	CATH KIDSTON	Registered	14/03/2019
Macao	N/060022	CATH KIDSTON	Registered	14/03/2019
Macao	N/060023	CATH KIDSTON	Registered	14/03/2019
Macao	N/107353	MEADOW POSY (Word Mark)	Published	
Macao	N/107354	MEADOW POSY (Word Mark)	Published	
Macao	N/111009	CATH KIDSTON	Pending	
Macao	N/111010	CATH KIDSTON	Pending	
Macao	N/111011	CATH KIDSTON	Pending	
Macao	N/111012	CATH KIDSTON	Pending	
Macao	N/111013	CATH KIDSTON	Pending	
Macao	N/111014	CATH KIDSTON	Pending	
Macao	N/111015	CATH KIDSTON	Pending	
Macao	N/111016	CATH KIDSTON	Pending	
Macao	N/111017	CATH KIDSTON	Pending	

Trade Marks				
Macao	N/111018	CATH KIDSTON	Pending	
Macao	N/111195	CATH KIDS	Pending	
Macao	N/111197	CATH KIDS	Pending	
Macao	N/111198	CATH KIDS	Pending	
Macao	N/111199	CATH KIDS	Pending	
Macao	N/111200	CATH KIDS	Pending	
Macao	N/111201	CATH KIDS	Pending	
Macao	N/111202	CATH KIDS	Pending	
Madrid Protocol (TM)	1023111	CATH KIDSTON	Registered	26/11/2019
Madrid Protocol (TM)	1048046	CATH KIDS (word)	Registered	14/05/2020
Madrid Protocol (TM)	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Madrid Protocol (TM)	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Madrid Protocol (TM)	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Madrid Protocol (TM)	1212089	CATH KIDS (word mark)	Registered	05/06/2024
Madrid Protocol (TM)	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Madrid Protocol (TM)	1237301	London Buses Print Device	Registered	17/10/2024
Madrid Protocol (TM)	1251907	LINEN SPRIG (word mark)	Registered	17/10/2024
Madrid Protocol (TM)	1251824	WINDSOR ROSE (word mark)	Registered	17/10/2024
Madrid Protocol (TM)	1252585	WILD STRAWBERRY (word mark)	Registered	17/10/2024
Madrid Protocol (TM)	1252369	DAISY ROSE (word mark)	Registered	17/10/2024
Madrid Protocol (TM)	1251825	CAMBERWELL ROSE (word mark)	Registered	17/10/2024

Trade Marks				
Madrid Protocol (TM)	1240738	KENTISH ROSE (word mark)	Registered	17/10/2024
Madrid Protocol (TM)	1255718	London Print (device mark)	Registered	01/12/2024
Madrid Protocol (TM)	1258949	CATH	Registered	09/04/2025
Madrid Protocol (TM)	1251672	KIDSTON	Registered	09/04/2025
Madrid Protocol (TM)	1289856	MEADOW POSY	Registered	17/12/2025
Malaysia	2010014588	CATH KIDSTON	Registered	09/08/2020
Malaysia	2010014589	CATH KIDSTON	Registered	09/08/2020
Malaysia	2012057943	CATH KIDS (word mark)	Registered	10/10/2022
Malaysia	2012057944	CATH KIDS (word mark)	Registered	10/10/2022
Malaysia	2012059972	CATH KIDSTON	Registered	12/12/2022
Malaysia	2012059967	CATH KIDSTON	Registered	12/12/2022
Malaysia	2012059968	CATH KIDSTON	Registered	12/12/2022
Malaysia	2012059969	CATH KIDSTON	Registered	12/12/2022
Malaysia	2012059970	CATH KIDSTON	Registered	12/12/2022
Malaysia	2012059971	CATH KIDSTON	Registered	12/12/2022
Malaysia	2014058140	Cath Kidston Ltd ORIGINAL LONDON	Registered	16/12/2023
Malaysia	2014058142	Cath Kidston Ltd ORIGINAL LONDON	Registered	16/12/2023
Malaysia	2014058147	Cath Kidston Ltd ORIGINAL LONDON	Registered	16/12/2023
Malaysia	2014058134	Cath Kidston ORIGINAL LONDON	Registered	16/12/2023
Malaysia	2014058135	Cath Kidston ORIGINAL LONDON	Registered	16/12/2023
Malaysia	2014058137	Cath Kidston ORIGINAL LONDON	Registered	16/12/2023
Malaysia	2014065749	London Buses print device	Registered	02/05/2024
Malaysia	2014065750	London Buses print device	Registered	02/05/2024
Malaysia	2014065751	London Buses print device	Registered	02/05/2024
Malaysia	2014065752	London Buses print device	Registered	02/05/2024
Malaysia	2014065753	London Buses print device	Registered	02/05/2024

Trade Marks				
Malaysia	2014065754	London Buses print device	Registered	02/05/2024
Malaysia	2014068112	London Print (Colour)	Published	
Malaysia	2014068115	London Print (Colour)	Published	
Malaysia	2014068116	London Print (Colour)	Published	
Malaysia	2014068117	London Print (Colour)	Published	
Malaysia	2014068119	London Print (Colour)	Published	
Malaysia	2014068121	London Print (Colour)	Published	
Malaysia	2014068122	London Print (Colour)	Published	
Malaysia	2014068124	London Print (Colour)	Published	
Malaysia	2015072145	MEADOW POSY (Word Mark)	Pending	
Malaysia	2015072147	MEADOW POSY (Word Mark)	Pending	
Malaysia	2016056937	CATH KIDSTON	Pending	
Malaysia	2016056939	CATH KIDSTON	Pending	
Malaysia	2016056940	CATH KIDSTON	Pending	
Malaysia	2016056942	CATH KIDSTON	Pending	
Malaysia	2016056944	CATH KIDSTON	Pending	
Malaysia	2016056945	CATH KIDSTON	Pending	
Malaysia	2016056946	CATH KIDSTON	Pending	
Malaysia	2016056947	CATH KIDSTON	Pending	
Malaysia	2016056948	CATH KIDSTON	Pending	
Malaysia	2016056950	CATH KIDSTON	Pending	
Malaysia	2016057486	CATH KIDS	Pending	
Malaysia	2016057487	CATH KIDS	Pending	
Malaysia	2016057488	CATH KIDS	Pending	
Malaysia	2016057490	CATH KIDS	Pending	
Malaysia	2016057491	CATH KIDS	Pending	

Trade Marks				
Malaysia	2016057493	CATH KIDS	Pending	
Malaysia	2016057494	CATH KIDS	Pending	
Malaysia	2016057495	CATH KIDS	Pending	
Malaysia	1038621	CATH KIDSTON	Pending	
Mexico	1325927	CATH KIDSTON	Registered	26/06/2022
Mexico	1325926	CATH KIDSTON	Registered	26/06/2022
Mexico	1325925	CATH KIDSTON	Registered	26/06/2022
Mexico	1325924	CATH KIDSTON	Registered	26/06/2022
Mexico	1325923	CATH KIDSTON	Registered	26/06/2022
Mexico	1325922	CATH KIDSTON	Registered	26/06/2022
Mexico	1325921	CATH KIDSTON	Registered	26/06/2022
Mexico	1325918	CATH KIDSTON	Registered	26/06/2022
Mexico	1358229	CATH KIDSTON	Registered	26/06/2022
Mexico	1286428	CATH KIDSTON	Pending	
Mexico	1289856	MEADOW POSY	Pending	
Mexico	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Pending	
Mexico	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Pending	
Myanmar	IV/19639/2014	CATH KIDS	Registered	19/01/2018
Myanmar	IV/19640/2014	CATH KIDSTON	Registered	19/01/2018

Trade Marks				
New Zealand	817016	CATH KIDSTON	Registered	20/11/2019
New Zealand	675024	CATH KIDSTON (stylised colour)	Registered	07/03/2020
New Zealand	1224687	Cath Kidston (stylised)	Registered	28/07/2024
New Zealand	1237301	London Buses Print Device	Registered	17/10/2024
New Zealand	1255718	London Print (device mark)	Registered	01/12/2024
New Zealand	1289856	MEADOW POSY	Registered	17/12/2025
New Zealand	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
New Zealand	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Norway	1224687	Cath Kidston (stylised)	Pending	
Norway	1237301	London Buses Print Device	Registered	17/10/2024
Norway	1255718	London Print (device mark)	Pending	
Norway	1258949	CATH	Registered	09/04/2025
Norway	1251672	KIDSTON	Registered	09/04/2025
Norway	1289856	MEADOW POSY	Pending	
Norway	1023111	CATH KIDSTON	Registered	26/11/2019
Norway	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Norway	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Norway	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Oman	88703	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Oman	88704	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	



Trade Marks				
Oman	88705	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Oman	88706	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Oman	88707	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Oman	103312	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Oman	1289856	MEADOW POSY	Pending	
Oman	1023111	CATH KIDSTON	Registered	26/11/2019
Oman	1048046	CATH KIDS (word)	Registered	14/05/2020
Oman	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Oman	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Oman	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Oman	1212089	CATH KIDS (word mark)	Registered	05/06/2024
Panama	245009-01	CATH KIDSTON	Published	
Panama	249447-01	CATH KIDS (word mark)	Pending	
Peru	638187	CATH KIDSTON (word mark)	Published	
Peru	659934	CATH KIDS	Pending	
Philippines	04-2011-006940	CATH KIDS logo	Registered	29/12/2021
Philippines	04-2011-006939	CATH KIDSTON logo	Registered	05/07/2022
Philippines	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Philippines	1237301	London Buses Print Device	Registered	17/10/2024

Trade Marks				
Philippines	1255718	London Print (device mark)	Registered	01/12/2024
Philippines	1289856	MEADOW POSY	Registered	17/12/2025
Philippines	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Philippines	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Qatar	91446	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Qatar	91451	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Qatar	91444	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Qatar	91442	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Qatar	91447	CATH KIDSTON كاث كيدستون in Arabic Characters	Published	
Qatar	91443	CATH KIDSTON	Published	
Qatar	91440	CATH KIDSTON	Published	
Qatar	91445	CATH KIDSTON	Published	
Qatar	91441	CATH KIDSTON	Published	
Qatar	91448	CATH KIDSTON	Published	
Qatar	91449	CATH KIDS	Published	
Qatar	91450	CATH KIDS	Published	
Qatar	98689	CATH KIDSTON	Pending	
Qatar	98690	CATH KIDSTON	Pending	
Qatar	98693	CATH KIDSTON	Pending	
Qatar	98695	CATH KIDSTON	Pending	
Qatar	98696	CATH KIDSTON	Pending	
Qatar	98688	CATH KIDS	Pending	
Qatar	98691	CATH KIDS	Pending	
Qatar	98692	CATH KIDS	Pending	
Qatar	98694	CATH KIDS	Pending	
Qatar	102877	MEADOW POSY (Word Mark)	Pending	
Qatar	102878	MEADOW POSY (Word Mark)	Pending	
Qatar	107071	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	

Trade Marks				
Republic of Korea	4009019420000	CATH KIDSTON in Korean characters	Registered	02/02/2022
Republic of Korea	40-1112555	Cath's Cafe (word & device) (assigned from Starlux Corporation)	Registered	17/06/2025
Republic of Korea	40-1126453	Cath's Cafe (word & device) (assigned from Starlux Corporation)	Registered	28/08/2025
Republic of Korea	40-0663441	CATH KIDS (stylised)	Registered	22/05/2026
Republic of Korea	40-0670450	CATH KIDSTON (word)	Registered	13/07/2026
Republic of Korea	40-0679468	CATH KIDSTON	Registered	22/09/2026
Republic of Korea	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Republic of Korea	1237301	London Buses print device	Published	
Republic of Korea	1251907	LINEN SPRIG (word mark)	Pending	
Republic of Korea	1252585	WILD STRAWBERRY (word mark)	Published	
Republic of Korea	1252369	DAISY ROSE (word mark)	Pending	
Republic of Korea	1251825	CAMBERWELL ROSE (word mark)	Registered	17/10/2024
Republic of Korea	1240738	KENTISH ROSE (word mark)	Published	
Republic of Korea	1255718	London Print (device mark)	Registered	01/12/2024
Republic of Korea	1258949	CATH	Published	
Republic of Korea	1251672	KIDSTON	Pending	
Republic of Korea	1289856	MEADOW POSY	Pending	
Republic of Korea	1023111	CATH KIDSTON	Registered	26/11/2019
Republic of Korea	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Republic of Korea	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Republic of Korea	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Russian Federation	301197	CATH KIDSTON (word)	Registered	20/08/2024

Trade Marks				
Russian Federation	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Russian Federation	1237301	London Buses Print Device	Pending	
Russian Federation	1255718	London Print (device mark)	Pending	
Russian Federation	1258949	CATH	Pending	
Russian Federation	1251672	KIDSTON	Pending	
Russian Federation	1289856	MEADOW POSY	Pending	
Russian Federation	1023111	CATH KIDSTON	Registered	26/11/2019
Russian Federation	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Russian Federation	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Russian Federation	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Saudi Arabia	1435017152	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	04/02/2024
Saudi Arabia	1435017154	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	04/02/2024
Saudi Arabia	1435017155	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	04/02/2024
Saudi Arabia	1435017156	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	04/02/2024
Saudi Arabia	1435017157	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	04/02/2024
Saudi Arabia	1435017070	CATH KIDSTON	Registered	18/03/2024
Saudi Arabia	1435017145	CATH KIDSTON	Registered	18/03/2024
Saudi Arabia	1435017147	CATH KIDSTON	Registered	18/03/2024
Saudi Arabia	1435017148	CATH KIDSTON	Registered	18/03/2024

Trade Marks				
Saudi Arabia	1435017149	CATH KIDSTON	Registered	18/03/2024
Saudi Arabia	1435017158	CATH KIDS	Registered	18/03/2024
Saudi Arabia	1435017159	CATH KIDS	Registered	18/03/2024
Saudi Arabia	1435017146	CATH KIDSTON	Registered	18/03/2024
Saudi Arabia	1436021035	CATH KIDSTON (Word Mark)	Registered	24/02/2025
Saudi Arabia	1436021033	CATH KIDSTON (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021034	CATH KIDSTON (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021036	CATH KIDSTON (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021037	CATH KIDSTON (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021039	CATH KIDS (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021040	CATH KIDS (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021041	CATH KIDS (Word Mark)	Registered	08/04/2025
Saudi Arabia	1436021042	CATH KIDS (Word Mark)	Registered	08/04/2025
Saudi Arabia	1437008195	MEADOW POSY (Word Mark)	Published	
Saudi Arabia	1437008241	MEADOW POSY (Word Mark)	Published	
Saudi Arabia	1437021255	CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
Serbia	1224687	Cath Kidston (stylised)	Pending	
Singapore	T1405509E	CATH KIDSTON (word mark)	Registered	10/04/2024
Singapore	T04/17914Z	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17917D	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17905J	CATH KIDSTON	Registered	21/10/2024

Trade Marks				
Singapore	T04/17922J	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17923I	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17925E	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17927A	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17928Z	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17907G	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17910G	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17912C	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/17916F	CATH KIDSTON	Registered	21/10/2024
Singapore	T04/18139Z	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18135G	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18136E	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18137C	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18138A	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18126H	CATH KIDSTON	Registered	22/10/2024
Singapore	T04/18140C	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18141A	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18134I	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18142Z	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18143H	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18144F	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18145D	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	T04/18146B	Cath Kids (stylised) (series of two)	Registered	22/10/2024
Singapore	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Singapore	1237301	London Buses Print Device	Registered	17/10/2024
Singapore	1255718	London Print (device mark)	Registered	01/12/2024
Singapore	1289856	MEADOW POSY	Pending	

Trade Marks				
Singapore	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Singapore	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
South Africa	2014/16450	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16451	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16452	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16453	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16454	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16455	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16456	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16457	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16459	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16460	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/16461	CATH KIDSTON	Registered	27/06/2024
South Africa	2014/31627	London Print (black and white)	Pending	
South Africa	2014/31628	London Print (blue)	Pending	
South Africa	2014/16462	CATH KIDS	Pending	
South Africa	2014/16463	CATH KIDS	Pending	
South Africa	2014/16466	CATH KIDS	Pending	
South Africa	2014/16467	CATH KIDS	Pending	
South Africa	2014/16468	CATH KIDS	Pending	
South Africa	2014/16470	CATH KIDS	Pending	
South Africa	2014/16471	CATH KIDS	Pending	
South Africa	2014/16472	CATH KIDS	Pending	
South Africa	2014/16473	CATH KIDS	Pending	
Sri Lanka	189404	CATH KIDSTON	Pending	
Switzerland	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Switzerland	1237301	London Buses Print Device	Pending	
Switzerland	1258949	CATH	Registered	09/04/2025
Switzerland	1251672	KIDSTON	Registered	09/04/2025

Trade Marks				
Switzerland	1289856	MEADOW POSY	Pending	
Switzerland	1023111	CATH KIDSTON	Registered	26/11/2019
Switzerland	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Switzerland	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Switzerland	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Taiwan	01538012	CATH KIDSTON (word)	Registered	15/09/2022
Taiwan	01713715	Cath Kidston Ltd ORIGINAL LONDON	Registered	15/06/2025
Taiwan	01713716	Cath Kidston ORIGINAL LONDON	Registered	15/06/2025
Taiwan	1215507	CATH KIDS (word)	Registered	15/06/2026
Taiwan	1215506	CATH KIDSTON (word)	Registered	15/06/2026
Taiwan	104060175	Cath's Cafe (Stylized)	Pending	
Taiwan	104060181	CATH KIDSTON	Pending	
Taiwan	105024542	CATH KIDSTON (stylised)	Pending	
Taiwan	103060522	London Buses print device	Pending	
Taiwan	104076598	MEADOW POSY (Word Mark)	Pending	
Thailand	Kor356379	CATH KIDS (stylised)	Registered	10/02/2021
Thailand	Kor350867	CATH KIDS (stylised)	Registered	10/02/2021
Thailand	TM354714	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	TM356378	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	TM354302	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	TM373356	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	Kor349245	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	Kor349246	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	TM354715	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	SM55178	CATH KIDSTON (stylised)	Registered	10/02/2021
Thailand	Kor413458	Cath Kidston Ltd ORIGINAL LONDON	Registered	10/06/2024
Thailand	940547	Cath Kidston ORIGINAL LONDON	Registered	10/06/2024
Thailand	940542	Cath Kidston Ltd ORIGINAL LONDON	Published	
Thailand	940543	Cath Kidston Ltd ORIGINAL LONDON	Published	
Thailand	940545	Cath Kidston ORIGINAL LONDON	Published	



Trade Marks				
Thailand	940546	Cath Kidston ORIGINAL LONDON	Pending	
Thailand	960665	London Buses print device	Published	
Thailand	960666	London Buses print device	Published	
Thailand	960667	London Buses print device	Published	
Thailand	960668	London Buses print device	Published	
Thailand	960669	London Buses print device	Pending	
Thailand	960670	London Buses print device	Published	
Thailand	967845	London Print (Colour)	Pending	
Thailand	1023364	MEADOW POSY (Word Mark)	Pending	
Thailand	1021055	MEADOW POSY (Word Mark)	Pending	
Thailand	1038620	CATH KIDSTON	Pending	
Thailand	1038622	CATH KIDSTON	Pending	
Thailand	1038623	CATH KIDSTON	Pending	
Thailand	1038624	CATH KIDSTON	Pending	
Thailand	1038625	CATH KIDSTON	Pending	
Thailand	1038626	CATH KIDSTON	Pending	
Thailand	1038627	CATH KIDSTON	Pending	
Thailand	1038628	CATH KIDSTON	Pending	
Thailand	1038629	CATH KIDSTON	Pending	
Thailand	1038636	CATH KIDS	Pending	
Thailand	1038637	CATH KIDS	Pending	
Thailand	1038638	CATH KIDS	Pending	
Thailand	1038639	CATH KIDS	Pending	
Thailand	1038640	CATH KIDS	Pending	
Thailand	1038641	CATH KIDS	Pending	
Thailand	1038642	CATH KIDS	Pending	
Thailand	1038643	CATH KIDS	Pending	
Tunisia	1224687	Cath Kidston (stylised)	Pending	
Turkey	200427275	CATH KIDS (stylised)	Registered	31/08/2024

Trade Marks				
Turkey	2004/27276	CATH KIDSTON (Word)	Registered	31/08/2024
Turkey	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Turkey	1237301	London Buses Print Device	Pending	
Turkey	1255718	London Print (device mark)	Registered	01/12/2024
Turkey	1023111	CATH KIDSTON	Registered	26/11/2019
Turkey	1134707	CATH KIDSTON (word mark)	Registered	08/10/2022
Turkey	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Turkey	1222809	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Ukraine	1224687	Cath Kidston (stylised)	Registered	28/07/2024
Ukraine	1237301	London Buses Print Device	Registered	17/10/2024
Ukraine	1255718	London Print (device mark)	Registered	01/12/2024
United Arab Emirates	214838	CATH KIDSTON	Registered	08/07/2024
United Arab Emirates	214406	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	14/07/2024
United Arab Emirates	214407	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	14/07/2024
United Arab Emirates	214408	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	14/07/2024
United Arab Emirates	214409	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	14/07/2024
United Arab Emirates	214410	CATH KIDSTON كاث كيستون in Arabic Characters	Registered	14/07/2024
United Arab Emirates	214401	CATH KIDSTON	Registered	14/07/2024
United Arab Emirates	214402	CATH KIDSTON	Registered	14/07/2024
United Arab Emirates	214403	CATH KIDSTON	Registered	14/07/2024
United Arab Emirates	214404	CATH KIDSTON	Registered	14/07/2024
United Arab Emirates	214405	CATH KIDSTON	Registered	14/07/2024
United Arab Emirates	214411	CATH KIDS	Registered	14/07/2024
United Arab Emirates	214412	CATH KIDS	Registered	14/07/2024
United Arab Emirates	237408	CATH KIDS (Word Mark)	Registered	22/07/2025
United Arab Emirates	237409	CATH KIDS (Word Mark)	Registered	22/07/2025
United Arab Emirates	237410	CATH KIDS (Word Mark)	Pending	

Trade Marks				
United Arab Emirates	237411	CATH KIDS (Word Mark)	Pending	
United Arab Emirates	237412	CATH KIDSTON (Word Mark)	Pending	
United Arab Emirates	237413	CATH KIDSTON (Word Mark)	Pending	
United Arab Emirates	237414	CATH KIDSTON (Word Mark)	Pending	
United Arab Emirates	237415	CATH KIDSTON (Word Mark)	Pending	
United Arab Emirates	237416	CATH KIDSTON (Word Mark)	Pending	
United Arab Emirates	246115	MEADOW POSY (Word Mark)	Pending	
United Arab Emirates	246116	MEADOW POSY (Word Mark)	Pending	
United Arab Emirates		CATH KIDSTON كاث كيدستون in Arabic Characters	Pending	
United Kingdom	UK00002207947	CATH KIDS (stylised) (series of 2)	Registered	08/09/2019
United Kingdom	UK00002207948	CATH KIDSTON (stylised) (series of 2)	Registered	08/09/2019
United Kingdom	UK00003035111	Cath Kidston Ltd ORIGINAL LONDON	Registered	16/12/2023
United Kingdom	UK00003035115	Cath Kidston ORIGINAL LONDON (series of 2)	Registered	16/12/2023
United Kingdom	UK00003053974	LINEN SPRIG (word mark)	Registered	02/05/2024
United Kingdom	UK00003053976	WINDSOR ROSE (word mark)	Registered	02/05/2024
United Kingdom	UK00003053980	WILD STRAWBERRY (word mark)	Registered	02/05/2024
United Kingdom	UK00003053985	DAISY ROSE (word mark)	Registered	02/05/2024
United Kingdom	UK00003053988	CAMBERWELL ROSE (word mark)	Registered	02/05/2024
United Kingdom	UK00003053990	ROYAL ROSE (word mark)	Registered	02/05/2024
United Kingdom	UK00003053972	CANDY FLOWERS (word mark)	Registered	02/05/2024
United Kingdom	UK00003054039	London Buses print device	Registered	02/05/2024
United Kingdom	UK00003053993	KENTISH ROSE (word mark)	Registered	02/05/2024
United Kingdom	UK00003061556	London Print (series of 2)	Registered	26/06/2024
United Kingdom	UK00003076773	CATH / Cath / cath (Series 3)	Registered	13/10/2024
United Kingdom	UK00003076778	KIDSTON / Kidston / kidston (Series of 3)	Registered	13/10/2024
United Kingdom	UK00003121631	MEADOW POSY (Word Mark)	Registered	10/08/2025
United Kingdom	UK00003133305	WINTER ROSE	Registered	26/10/2025

Trade Marks				
United Kingdom	UK00003133854	BRIAR ROSE	Registered	29/10/2025
United Kingdom	UK00003133857	CATH KIDSTON	Registered	29/10/2025
United Kingdom	UK00003133860	CATH KIDS	Registered	29/10/2025
United Kingdom	UK00003133851	BILLIE	Opposed	
United Kingdom	UK00003169748	BILLIE Device (series of 6)	Published	
United Kingdom	UK00003169759	BILLIE Goes to Town Device	Published	
United Kingdom	UK00003169768	BILLIE Placement Device	Published	
United Kingdom	UK00003170035	ROSE Motif (series of 4)	Published	
United States of America	4272629	CATH KIDS	Registered	08/01/2023
United States of America	4,824,384	Cath Kidston (stylised)	Registered	28/07/2024
United States of America	79/161111	London Buses Print Device	Pending	
United States of America	79/183531	MEADOW POSY	Published	
United States of America	3848050	CATH KIDSTON	Registered	26/11/2019
United States of America	4496610	CATH KIDSTON (word mark)	Registered	08/10/2022
United States of America	4806044	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
United States of America	4806043	Cath Kidston ORIGINAL LONDON (word & device)	Registered	04/06/2024
Vietnam	196906	CATH KIDS (stylised)	Registered	30/06/2021
Vietnam	190464	CATH KIDSTON	Registered	30/06/2021
Vietnam	1224687	Cath Kidston (stylised)	Pending	
Vietnam	1237301	London Buses Print Device	Registered	17/10/2024
Vietnam	1255718	London Print (device mark)	Pending	
Vietnam	1289856	MEADOW POSY	Pending	
Vietnam	1222815	Cath Kidston Ltd ORIGINAL LONDON (word & device)	Registered	04/06/2024
Vietnam	1222809	Cath Kidston ORIGINAL	Registered	04/06/2024

		LONDON (word & device)		
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**SCHEDULE 9**

**Details of Insurances**

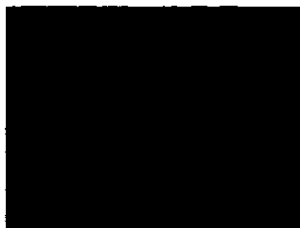
<b>Insured Company</b>	<b>Insurance Provider</b>	<b>Insurance Policy Name</b>	<b>Insurance Policy Number</b>
Cath Kidston Mezzco Limited	Aspen Risk Management	ARM – Aspen Business Insurance (01/13)	UKA36LE130PH
Cath Kidston Acquisitions Limited	Aspen Risk Management	ARM – Aspen Business Insurance (01/13)	UKA36LE130PH
Cath Kidston Limited	Aspen Risk Management	ARM – Aspen Business Insurance (01/13)	UKA36LE130PH

**SIGNATORIES TO DEBENTURE**

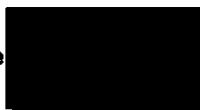
**The Parent**

EXECUTED as a deed by )  
CATH KIDSTON MEZZCO LIMITED )  
acting by in the )  
presence of

Director



Witness' signature



Witness' address

TRAVERS SMITH LLP  
10 SNOW HILL, LONDON, EC1A 2AL

Occupation



**Notice details**

Address: 2nd Floor, Frestonia  
125-135 Freston Road  
London  
W10 6TH

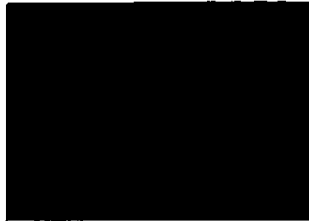
Email [Neil.Harrington@cathkidston.co.uk](mailto:Neil.Harrington@cathkidston.co.uk)  
[Sheila.Wye@cathkidston.co.uk](mailto:Sheila.Wye@cathkidston.co.uk)

Attention Neil Harrington, CFO  
Sheila Wye

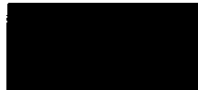
**Charging Companies**

EXECUTED as a deed by  
CATH KIDSTON MEZZCO LIMITED  
acting by  
in the presence of

)  
)  
)  
Director



Witness' signature



Witness' address

TRIVERS SMITH LLP  
10 SNOW HILL, LONDON, EC1A 2AL

Occupation



**Notice details**

Address      2nd Floor, Frestonia  
                 125-135 Freston Road  
                 London  
                 W10 6TH

Email.        Neil.Harrington@cathkidston.co.uk  
                 Sheila.Wye@cathkidston.co.uk

Attention:    Neil Harrington, CFO  
                 Sheila Wye



EXECUTED as a deed by CATH )  
KIDSTON ACQUISITIONS LIMITED )  
acting by in the )  
presence of

Director

Witness' signature

Witness' address

TRAVES SMITH LLP  
10 SNOW HILL, LONDON, EC1A 2AL

Occupation

**Notice details**

Address 2nd Floor, Frestonia  
125-135 Freston Road  
London  
W10 6TH

Email: Neil.Harrington@cathkidston.co.uk  
Sherla.Wye@cathkidston.co.uk

Attention: Neil Harrington, CFO  
Sheila Wye

EXECUTED as a deed by )  
CATH KIDSTON LIMITED acting by )  
in the )  
presence of

Director

Witness' signature

Witness' address

TRIVERS SMITH LLP  
10 SNOW HILL, LONDON, EC1A 2AL

Occupation

**Notice details**

Address 2nd Floor, Frestonia  
125-135 Freston Road  
London  
W10 6TH

Email Neil Harrington@cathkidston.co.uk  
Sheila Wye@cathkidston.co.uk

Attention Neil Harrington, CFO  
Sheila Wye

**Security Agent**

Signed by an authorised signatory  
for and on behalf of **Lloyds Bank  
Plc**

)  
)  
)



Address      Lloyds Bank  
Commercial Banking  
3rd Floor, 125 London Wall,  
London EC2Y 5AJ33

Fax            +44 (0)20 3-765-5757

Attention     Jason Murray

Nicola Keay  
Associate Director