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legibly, preferably
in black type or
bold block
lettering* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

036600/13

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

3

03573626

Name of company

*Ingenious Media Limited (the "Company")

Date of creation of the charge

5 April 2008

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

os
Debenture dated 5 April 2008 between Patrick McKenna (the "Secured
Party") and the Company (the "Debenture")

Amount secured by the mortgage or charge

All present and future moneys, obligations and liabilities owed by the
Purchaser to the Secured Party, whether actual or contingent, under or in
connection with the Share Sale Agreement, and all present and future
moneys, obligations and liabilities owed by the Company to the Secured
Party under the Debenture, together with all interest (including, without
limitation, default interest) accruing in respect of such moneys or
liabilities (the "Secured Liabilities")os
any
id

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

Patrick McKenna of Coxtie House, Lincolns Lane, Coxtie Green, Brentwood,
Essex

Postcode CM14 5RS

Presenter's name, address and
reference (if any)Speechly Bircham LLP
6 St Andrew Street
London EC4A 3LXDX 54 Chancery Lane
DAS/TCC/220066

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

THURSDAY



LD5

LOUQKYR2

10/04/2008

62

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached continuation sheets

NB the Debenture contains covenants and restrictions which protect and further define the mortgages and charges therein contained Please see attached continuation sheets for further details

Please do not write in this margin

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

01
95

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

Signed *Speedily D.ichu LLP*

Date 10 April 2008

On behalf of [company] [mortgagee/chargee] †

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

Companies Form 395 – Particulars of a mortgage or charge
Pursuant to section 395 of the Companies Act 1985

Company number 03573626

To the Registrar of Companies

Ingenious Media Limited (the "**Company**")

Continuation Sheets

Short particulars of all the property mortgaged or charged (continued)

1. Charging Clause

1 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

1 1 1 charges to the Secured Party by way of first fixed charge

- (a) all freehold and leasehold properties and all commonhold properties now owned or acquired in future by the Company or in which the Company now or in the future may have an interest,
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them,
- (c) all present and future goodwill and uncalled capital for the time being of the Company,
- (d) all the Equipment,
- (e) all the Intellectual Property,
- (f) all the Book Debts,
- (g) all the Investments, and
- (h) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person,

- 1 1 2 assigns to the Secured Party, by way of first fixed mortgage, all its rights in any policies of insurances or assurance present or future, and
- 1 1 3 charges to the Secured Party, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 1 and clause 3 1 2 inclusive of the Debenture

2. Negative Pledge and disposal restrictions

- 2 1 The Company shall not at any time, except with the prior written consent of the Secured Party
 - (a) create, purport to create or permit to subsist any Encumbrance other than a Permitted Encumbrance on, or in relation to, the Charged Property other than the Debenture, or
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge, or
 - (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

3. Further assurance

The Company, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Secured Party may reasonably require) in favour of the Secured Party as the Secured Party, in its absolute discretion, requires from time to time over all or any part of the Charged Property

4. Definitions

Book Debts all present and future book and other debts and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them,

Charged Property all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it),

Encumbrance any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

Equipment all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions,

Intellectual Property the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

Investments all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time,

Permitted Encumbrance (a) any netting or set-off arrangement entered into in the ordinary course of the Company's banking or financing arrangements for the purpose of netting debit and credit balances, or (b) any lien arising by operation of law and in the ordinary course of business, or (c) any Encumbrance entered into with the prior written consent of the Secured Party,

Purchaser: Ingenious Media Holdings Limited, a private limited company incorporated in England and Wales with company number 6525088,

Secured Party Patrick McKenna of Coptie House, Lincolns Lane, Coptie Green, Brentwood, Essex CM14 5RS,

Share Sale Agreement a sale and purchase agreement dated 5 April 2008 between the Secured Party and the Purchaser



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3573626
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2008
AND CREATED BY INGENIOUS MEDIA LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
PURCHASER TO THE SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 10 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2008

16/04



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES