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Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3724491

Name of company

* McKechnie Components Limited

Date of creation of the charge

26 October 2000 (the "Charge Date")

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

Debenture (the "Debenture") dated 26 October 2000 made between, inter
alias, the Company and Deutsche Bank AG London as security agent (the
"Security Agent")

Amount secured by the mortgage or charge

Particulars of the amount secured by the Debenture are set out in Part 3
of the Schedule to this Form 395.

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

Deutsche Bank AG London as Security Agent
1 Great Winchester Street
London

Postcode EC2N 2DB

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

Shearman & Sterling
Broadgate West
9 Appold Street
London
EC2A 2AP

Time critical reference
189442.1

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Short particulars of all the property mortgaged or charged are set out in Part 4 of the Schedule to this Form 395.

Part 8 of the Schedule to this Form 395 contains covenants by and restrictions on the Company and must be read as part of the charges created by the Debenture.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Shearman & Sterling

Date 7 November 2000

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

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

† delete as appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

McKechnie Components Limited

SCHEDULE TO FORM 395

Part 1

Definitions

"Bank Balances" means the balances now or hereafter standing to the credit of the Charged Accounts and any other current, deposit or other account now or hereafter held by any Charging Company or in which it has an interest with any person and the debts represented by such balances (whether in any such case the relevant account is in the name of the Charging Companies solely or jointly with other persons or in the name of a nominee or any other person whatsoever);

"Book Debts" means all book and other debts of any nature whatsoever now or hereafter due or owing to each of the Charging Companies, the proceeds of any of the same and the benefit of all Investments, rights, Security Interests and guarantees of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto (other than Bank Balances);

"Cash Collateral Accounts" means any Cash Collateral Account (as defined in the Senior Facilities Agreement);

"Charged Accounts" means the Collection Account, any Cash Collateral Accounts and any other account described in Clause 4.3 (*Book Debts*) of the Debenture;

"Charged Assets" means, subject to Clause 6.2 (*Scope of Appointment*) of the Debenture, assets from time to time subject to the Charges or which this Debenture from time to time purports to charge or any part of those assets;

"Charges" means Security Interests created or which may at any time be created by or pursuant to this Debenture or any of such Security Interests and **"Charge"** shall be construed accordingly;

"Charging Company" means those companies listed in Part 2 of this Schedule;

"Collection Account" means any account maintained by any Charging Company with the Security Agent or any other bank specified by the Security Agent which the Security Agent shall specify as an account into which the proceeds of the collection or realisation of Book Debts are to be paid;

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 8.4 (*Delegation*) of the Debenture;

"Designated EPD Cash Amounts" means any amount of EPD Net Proceeds generated or received during the period prior to the date falling 12 months after the Effective Date which the Newco Borrowers, the Parent and/or Parent 2 are entitled to apply in accordance with clause 8.3(b)(iii)(A) and 8.3(b)(iv)(A) of the Senior Facilities Agreement at the expiry of the period ending 12 months after the Effective Date in accordance with clause 8.3(d) of the Senior Facilities Agreement;

"Event of Default" means an Event of Default as such term is defined in the Senior Facilities Agreement;

"Excluded Properties" means any leasehold properties from time to time held by a Charging Company on rack rent terms only, which are not shown on the balance sheet of the relevant Charging Company as having a positive value and which are not material to the relevant Charging Company's business;

"Fixtures" means fixtures, fittings (including trade fixtures and fittings), fixed plant, machinery and apparatus (but, where a Charging Company owns leasehold property, excluding any fixtures or fittings owned by the landlord or by a sub-tenant);

"Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and/or trade names and/or domain names, all copyrights and rights in the nature of copyright, all topographical or similar rights, all design rights, all registered designs and applications for registered designs, all confidential information, trade secrets, know-how and all other intellectual property of any description whatsoever throughout the world owned by the Charging Companies or in which the Charging Companies have any interest and all rights under any licences or agreements entered into by the Charging Companies, relating to the use or exploitation of any intellectual property;

"Intercreditor Deed" has the meaning ascribed thereto in the Senior Facilities Agreement;

"Intra-Group Debt" has the meaning ascribed thereto in the Intercreditor Deed;

"Investment" means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment;

"Notice of Assignment" means a notice of assignment in the form set out in Part 1 of Schedule 6 of the Debenture (except in the case of a notice relating to an insurance policy where the notice of assignment is in the form set out in Part 2 of Schedule 6 of the Debenture);

"Obligor" means each Obligor under, and as defined in, the Senior Facilities Agreement;

"Permitted Security Interest" means the Security Interests permitted under Clause 16.3(d) (*Negative Pledge*) of the Senior Facilities Agreement;

"personal chattels" means plant, machinery, vehicles, computers and other equipment, goods, effects and personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures or stock in trade;

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto;

"Principal Properties" means all Property of the Charging Companies other than Excluded Property;

"Property" means freehold and leasehold property in England or Wales and other real estate anywhere in the world and any reference to any Property or any estate or interest therein includes a reference to all rights, easements and liberties from time to time attached or appurtenant thereto, all buildings and Fixtures from time to time therein or thereon and the proceeds of sale of all or any part thereof;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent (whether appointed pursuant to this Debenture, pursuant to any Statute, by a court or otherwise);

"Release Date" has the meaning ascribed thereto in Clause 16.4 (*Redemption*) of the Debenture;

"Relevant Documents" means the Security Insurances and Intercompany Loan Agreements and all other loan agreements evidencing Intra-Group Debt;

references to **"rights"** shall be construed as including rights, authorities, discretions, remedies and powers and **"right"** shall be construed accordingly;

"Scheduled Intellectual Property" means the Intellectual Property described in Part 6 of this Schedule;

"Scheduled Investments" means the Investments described in Part 5 of this Schedule;

"Scheduled Property" means the Property described in Part 7 of this Schedule and the proceeds of sale thereof and all rights, easements and liberties from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon (if any);

"Security Agent" means Deutsche Bank AG London as security agent and trustee for the Senior Finance Parties under the Security Documents or such other person as may from time to time be appointed as successor Security Agent under the Intercreditor Deed to hold the whole of any part of the security created thereby;

"Security Insurances" shall have the meaning ascribed thereto in Clause 2.1(c)(vi) (*Fixed Charges*) of the Debenture;

"Senior Discharge Date" means the date on which the Agent notifies the Security Agent in writing that all Liabilities have been unconditionally and irrevocably paid and discharged in full and all commitments cancelled and that it is satisfied that no further liabilities in respect of the Senior Finance Documents and owed to the Senior Finance Parties are likely to arise in respect thereof;

"Senior Facilities Agreement" means the senior facilities agreement dated 5th August, 2000 between, inter alia, Mozart Jersey Holdings No. 1 Limited as Parent and certain of its subsidiaries as Borrowers and/or Guarantors, Morgan Stanley Senior Funding Inc, Deutsche Bank AG London and UBS Warburg as arrangers, Morgan Stanley Dean Witter Bank Limited as affiliate lender and Morgan Stanley Senior Funding, Inc. as syndication and documentation agent, facility agent and security agent and the original banks (as amended, supplemented and/or restated from time to time);

"Senior Finance Documents" has the meaning given to it in the Senior Facilities Agreement;

"Senior Finance Parties" has the meaning ascribed to it in the Senior Facilities Agreement;

"Statutes" means the Companies Act 1985, the Insolvency Act 1986, the Law of Property Act 1925 and any other Acts of Parliament referred to now or hereafter relevant in the context of this Debenture.

Part 2

Charging Companies

McKechie plc (now McKechnie Limited), crn 141976

Albion Hardware, crn 1634351

Brandhill Limited, crn 1136671

McKechnie Overseas Limited, crn 977203

McKechnie Components Limited, crn 3724491

McKechnie Specialist Products Limited, crn 3724689

McKechnie Management Services Limited, crn 1960638

Hawke Cable Glands Limited, crn 548563

Linread plc (now Linread Limited), crn 207655

Part 3

Amount Secured by the Mortgage or Charge

Any indebtedness and other liabilities of any Charging Company due, owing or incurred to the Security Agent and/or any of the other Senior Finance Parties and/or any Receiver under or in connection with the Senior Finance Documents, or any of them, (including, without limitation, under any amendments, supplements or restatements of any of the Senior Finance Documents including any relating to the provision of new or further advances) (whether now existing or arising hereafter and whether originally indebtedness or liabilities to all or any of the Senior Finance Parties and/or any Receiver or any other person or persons) including joint and several indebtedness and liabilities of the Charging Companies and any other person, indebtedness and liabilities as guarantor, indemnifier or surety (whether before or after any default by the primary obligor) and contingent indebtedness and liabilities in any currency or currencies, whether present or future together with all interest accruing thereon (calculated in accordance with Clause 6.5 (*Default Interest*) of the Senior Facilities Agreement) and all costs, charges and expenses incurred in connection therewith but excluding for all purposes any indebtedness or liabilities (contingent or actual, joint or several) of a Charging Company due, owing or incurred to the Security Agent and/or any of the Senior Finance Parties and/or any Receiver whose reduction or discharge as a result of the execution by the Charging Companies of this Debenture or otherwise is prohibited by the provisions of Sections 151-158 of the Companies Act 1985 and "**Liability**" shall be construed accordingly;

Part 4

Short Particulars of all the Property Mortgaged or Charged

1. Under Clause 2.1 of the Debenture, each Charging Company as security for the payment of all Liabilities charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties):
 - (a) by way of first legal mortgage, the Scheduled Property (specified in Part 7 of this Schedule) and all other Property in England or Wales belonging to it at the time of the Debenture and (to the extent capable of being charged) all rights in relation to or under and all benefits of any covenants for title given or entered into by any predecessor in title of the Charging Companies and moneys paid or payable in respect of such covenants;
 - (b) by way of first fixed charge, all estates, interests, rights, easements and liberties at any time belonging to it in or in relation to any Property (except that charged by Clause 2.1(a) or excluded pursuant to Clause 2.8 of the Debenture) including Property acquired by it after the date of the Debenture;
 - (c) by way of first fixed charge, except to the extent specifically assigned pursuant to Clause 2.2 (*Assignment*) of the Debenture:
 - (i) all of its Book Debts and all its benefits, rights and interests in any other Book Debts other than Designated EPD Cash Amounts;
 - (ii) all of its Scheduled Investments (specified in Part 5 of this Schedule) and all other Investments belonging to it at any time (whether at law or in equity) together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, assets or other advantages accruing or offered at any time by way of bonus or otherwise to the holder thereof or in respect thereof;
 - (iii) all of its capital which is from time to time uncalled;

- (iv) all of the Scheduled Intellectual Property (set out in Part 6 of this Schedule) and all other Intellectual Property belonging to it at any time;
- (v) the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by the Charging Companies relating to the use or exploitation of, Intellectual Property which have been or are granted in the future either by or to it;
- (vi) all benefits, rights, title and interest from time to time of each Charging Company under or in respect of any present or future contracts and/or policies of insurance ("**Security Insurances**") or any claim or the proceeds of any claim thereunder (to the extent that the same are not otherwise subject to an effective Fixed Charge pursuant to subclauses 2.1(c)(i) – (v) and (vii) – (xi) of the Debenture including, without limitation, all monies received by it as described in Clause 4.8 (*Insurance Proceeds*) of the Debenture;
- (vii) all personal chattels belonging to any Charging Company at any time and its interest in any personal chattels in its possession;
- (viii) all goodwill of the Charging Companies;
- (ix) all of its Bank Balances and all its rights, benefits and interests in any other Bank Balances;
- (x) all benefits, rights, title and interest (including, without limitation, the right to receive any compensation) from time to time of the Charging Companies under or in respect of any present or future licence, consent, authorisation, concession, agreement (including, without limitation, the Relevant Documents), warranty, bond, guarantee or letter of credit (to the extent that the same are not subject to an effective Fixed Charge pursuant to sub-clauses 2.1(c)(i)-(ix) and (xi) of the Debenture or to an effective security assignment under Clause 2.2 of the Debenture); and
- (xi) all benefits, rights, title and interests of the Charging Companies from time to time in, under or in respect of any pension fund or plan,

Provided that any Property in relation to which title has been registered at HM Land Registry with a quality of title other than absolute freehold or leasehold (as appropriate) will be charged with limited title guarantee.

2. Under Clause 2.2 of the Debenture, each Charging Company as security for the payment of all Liabilities, with full title guarantee assigned absolutely by way of security (subject to the proviso for redemption mentioned below) to the Security Agent (for the benefit of itself and the other Senior Finance Parties) all rights, title, interest and benefits present or future of the Charging Companies in, under or in respect of, and the right to enforce, each of the Relevant Documents, provided that in each case the right of the Security Agent to enforce shall only arise following the occurrence of an Event of Default that is continuing unremedied and unwaived.

The assignments referred to in Clause 2.2(a) of the Debenture are subject to the proviso that on payment or discharge in full of the Liabilities to the satisfaction of the Security Agent, but subject to Clause 16.4 (*Redemption*) of the Debenture, the Security Agent will, at the request and cost of the person lawfully requiring the Security Agent so to do, re-assign any of the property described in Clause 2.2(a) of the Debenture then vested in it to the relevant Charging Company.

3. Under Clause 2.3 but subject to Clause 2.8 of the Debenture, each Charging Company, as security for the payment of all Liabilities charged with full title guarantee by way of first floating charge in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties), its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture, other than Designated EPD Cash Amounts. The floating charges created by the Charging Companies under Clause 2.3 of the Debenture shall, except as otherwise agreed in writing by the Security Agent, rank in priority to any other Security Interest which shall be created or permitted to arise by the Charging Companies after the date of the Debenture.

4. Under Clause 2.3(b) of the Debenture, it was agreed that the Security Agent may by written notice to the Charging Companies convert with immediate effect the floating charges created by the Charging Companies pursuant to the Debenture into fixed charges as regards such assets as may be specified (whether generally or specifically) in such notice if an Event of Default occurs and is continuing unremedied and unwaived or the Security Agent reasonably considers those assets to be in jeopardy (due to a significant risk of being seized or sold pursuant to any distress, execution, sequestration or other process). Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charges thereby created will crystallise under general law) if the Charging Companies create or agree to create any Security Interest (other than a Permitted Security Interest) over all or any of the Charged Assets without the prior written consent of the Security Agent or if any person levies or agrees to levy any distress, execution, sequestration or other process against any of the assets which are charged by way of the first floating charge, then with immediate effect and without notice the floating charge created by the Debenture shall automatically convert into a Fixed Charge over such assets.

Part 5

Details of the Scheduled Investments

None

Part 6

Details of the Scheduled Intellectual Property

IP30X100 IPR Listing

Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Abandoned	6586	Burger tray with hooks	Australia	55672/98	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Brazil		20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Bulgaria	103596	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Canada		20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	China		20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Czech Republic	PV2563-99	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Europe	98900574.9	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Hungary	27511/99	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Iceland	5121	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Israel	130990	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Japan	10-533919	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Mexico	996735	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	New Zealand	336849	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Norway	19993544	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Poland	334705	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Russian Federation	9118021	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Singapore	9903406-6	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Slovak Republic	PV 975-99	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	South Korea	7006559/1999	20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Turkey		20/01/98	
Patent	Abandoned	6586	Burger tray with hooks	Ukraine	P-0907		
Patent	Abandoned	6586	Burger tray with hooks	USA		20/01/98	
Patent	Abandoned	7161	Collapsible container (2) Brick Stacking	Europe	99200692.4	26/07/96	
Patent	Abandoned	7161	Collapsible container (2) Brick Stacking	New Zealand	333285	28/08/96	
Patent	Abandoned	7161	Collapsible container (2) Brick Stacking	United Kingdom	9905138.5		
Patent	Abandoned	7161	Dolly handle with safety catch	United Kingdom	9823362	27/10/98	
Patent	Abandoned	7293	Snap fit hinge	United Kingdom			
Patent	Abandoned	7437	Thumb activated label holder	United Kingdom	9823487	28/10/98	
Patent	Application	7437	Banana Casserole	United Kingdom	0008307.1	01/04/00	
Patent	Application	7437	Banana Casserole	United Kingdom	0008307.1	01/04/00	

McKechnie Components Limited

Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Application	7437	Banana Casserole	United Kingdom	0008307.1	01/04/00	
Patent	Application	7437	Banana Casserole	United Kingdom	0008307.1	01/04/00	
Patent	Application	6421	Bar with location ribs	Australia	33538/97	03/07/97	
Patent	Application	6421	Bar with location ribs	Canada	2259443	03/07/97	
Patent	Application	6421	Bar with location ribs	Europe	97929430.3	03/07/97	
Patent	Application	6421	Bar with location ribs	New Zealand	333429	03/07/97	
Patent	Application	6421	Bar with location ribs	Norway	P986151	03/07/97	
Patent	Application	6652	Beansprouts	United Kingdom	9710944	29/05/97	
Patent	Application	6211	Burger bun tray	Brazil	P19610223-3	15/08/96	
Patent	Application	6211	Burger bun tray	Bulgaria	102327	15/08/96	
Patent	Application	6211	Burger bun tray	Canada	2228160	15/08/96	
Patent	Application	6211	Burger bun tray	China	96197418	15/08/96	
Patent	Application	6211	Burger bun tray	Czech Republic	PV372-98	15/08/96	
Patent	Application	6211	Burger bun tray	Hungary	P9802365	15/08/96	
Patent	Application	6211	Burger bun tray	Iceland	4666	15/08/96	
Patent	Application	6211	Burger bun tray	Israel	123292	15/08/96	
Patent	Application	6211	Burger bun tray	Israel	123292	15/08/96	
Patent	Application	6211	Burger bun tray	Japan	09-509060	15/08/96	
Patent	Application	6211	Burger bun tray	Mexico	980984	15/08/96	
Patent	Application	6211	Burger bun tray	New Zealand	315733	15/08/96	315733
Patent	Application	6211	Burger bun tray	Norway	P980567	15/08/96	
Patent	Application	6211	Burger bun tray	Poland	P324976	15/08/96	
Patent	Application	6211	Burger bun tray	Russian Federation	98104086	15/08/96	
Patent	Application	6211	Burger bun tray	Slovak Republic	PV180-98	15/08/96	
Patent	Application	6211	Burger bun tray	South Korea	701126/1998	15/08/96	
Patent	Application	6211	Burger bun tray	Turkey	98/00234	15/08/96	
Patent	Application	6211	Burger bun tray	Ukraine	98031298/M	15/08/96	
Patent	Application	6211	Burger bun tray	USA	09/011636	15/08/96	
Patent	Application	6586	Burger tray with hooks	United Kingdom	9916828.8	20/01/98	
Patent	Application	6586	Burger tray with hooks	United Kingdom	9916828.8	20/01/98	
Patent	Application	6586	Burger tray with hooks	United Kingdom	9916828.8	20/01/98	
Patent	Application	7169	Burger tray with hooks	United Kingdom	0020407.3	21/08/00	
Patent	Application	7169	Can tray	United Kingdom	0020407.3	21/08/00	
Patent	Application	6213	Collapsible container	Australia	64290/96	28/08/96	

19 October 2000

McKechnie Components Limited

Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Application	6213	Collapsible container	Australia	64290/96	28/08/96	
Patent	Application	6213	Collapsible container	Canada	2184319	28/08/96	
Patent	Application	7411	Collapsible container with locking stack bars	United Kingdom	0018211.3	26/07/00	
Patent	Application	6701	Collapsible stacking container	Europe	98928452.6		
Patent	Application	6701	Collapsible stacking container	PCT	PCT/GB98/01701	11/06/98	
Patent	Application	6701	Collapsible stacking container	United Kingdom	9712151	11/06/97	
Patent	Application	7286	Dolly collar	United Kingdom	TBA		
Patent	Application	7286	Dolly collar	United Kingdom	TBA		
Patent	Application	7286	Dolly handle	United Kingdom	9619741		
Patent	Application		Dolly handle	United Kingdom	9619741		
Patent	Application	7118	Dolly with engaging lugs	United Kingdom	0019680.8	11/08/00	
Patent	Application	7118	Dolly with engaging lugs	United Kingdom	0019680.8	11/08/00	
Patent	Application	7118	Dolly with engaging lugs	United Kingdom	0019680.8	11/08/00	
Patent	Application	7118	Dolly with engaging lugs	United Kingdom	0019680.8	11/08/00	
Patent	Application	5561	Dual-height container (detent)	Canada	2089521	15/02/93	
Patent	Application	5561	Dual-height container (detent)	Finland	93300951	10/02/93	
Patent	Application	5561	Dual-height container (detent)	Norway	19930475	11/02/93	
Patent	Application	6328	Dual-height container (vertical alignment)	Europe	96202879	10/02/93	
Patent	Application	6328	Dual-height container (vertical alignment)	Europe	96202879	10/02/93	
Patent	Application	6328	Dual-height container (vertical alignment)	Europe	96202879	10/02/93	
Patent	Application	6328	Dual-height container (vertical alignment)	Europe	96202879	10/02/93	
Patent	Application	6328	Dual-height container (vertical alignment)	Norway	19995478		
Patent	Application	6210	Egg container (Partition)	Europe	97301975	24/03/97	
Patent	Application	6210	Egg container (Partition)	Europe	97301975	24/03/97	
Patent	Application	6210	Egg container (Partition)	Europe	97301975	24/03/97	
Patent	Application	6210	Egg container (Partition)	Europe	97301975	24/03/97	
Patent	Application	6625	Improved dolly	United Kingdom	9704095	27/02/97	
Patent	Application	7144	Improved multi-height stacking container	United Kingdom	9910567.8	08/05/99	
Patent	Application	7144	Improved multi-height stacking container	United Kingdom	9910567.8	08/05/99	
Patent	Application	7144	Improved multi-height stacking container	United Kingdom	9910567.8	08/05/99	
Patent	Application	7144	Improved multi-height stacking container	United Kingdom	9910567.8	08/05/99	
Patent	Application	7144	Improved multi-height stacking container	United Kingdom	9910567.8	08/05/99	
Patent	Application	7507	Interlocking dolly	France	TBA		
Patent	Application	7507	Interlocking dolly	United Kingdom	TBA		
Patent	Application	7507	Interlocking dolly	United Kingdom	TBA		
Patent	Application	6387	Interlocking side walls	Canada	2259441	03/07/97	

McKechnie Components Limited

Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Application	6387	Interlocking side walls	Europe	97929429.5	03/07/97	
Patent	Application	6387	Interlocking side walls	Europe	97929429.5	03/07/97	
Patent	Application	6387	Interlocking side walls	Europe	97929429.5	03/07/97	
Patent	Application	6387	Interlocking side walls	New Zealand	333428	03/07/97	
Patent	Application	6387	Interlocking side walls	Norway	P986152	03/07/97	
Patent	Application	6387	Interlocking side walls	USA	09/214210	03/07/97	
Patent	Application	6430	Interlocking stacking container	Canada	2209194	26/06/97	
Patent	Application	6430	Interlocking stacking container	Europe	97304464.7	25/06/97	
Patent	Application	6430	Interlocking stacking container	Norway	P972964	25/06/97	
Patent	Application	6430	Interlocking stacking container	USA	09/399043	21/09/99	
Patent	Application	6430	Interlocking stacking container	USA	08/882050	25/06/97	
Patent	Application		Interlocking stacking container (2)	USA		21/09/99	
Patent	Application	6731	Interneshing hinges	Canada	2249677	06/10/98	
Patent	Application	6731	Interneshing hinges	Eire	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	Europe	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	France	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	Germany	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	Italy	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	Norway	P984679	07/10/98	
Patent	Application	6731	Interneshing hinges	Portugal	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	Spain	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	Sweden	98308162.1	07/10/98	
Patent	Application	6731	Interneshing hinges	United Kingdom	9821720	07/10/98	
Patent	Application	6731	Interneshing hinges	USA	09/167062	06/10/98	
Patent	Application	6802	Load transfer for multiple height stacking	Australia	95164/98	01/12/98	
Patent	Application	6802	Load transfer for multiple height stacking	Canada	2255013	30/11/98	
Patent	Application	6802	Load transfer for multiple height stacking	Europe	98309838	01/12/98	
Patent	Application	6802	Load transfer for multiple height stacking	New Zealand	333120	02/12/98	
Patent	Application	6802	Load transfer for multiple height stacking	New Zealand	333120	02/12/98	
Patent	Application	6802	Load transfer for multiple height stacking	New Zealand	333120	02/12/98	
Patent	Application	6802	Load transfer for multiple height stacking	New Zealand	333120	02/12/98	
Patent	Application	6802	Load transfer for multiple height stacking	Norway	P985625	17/03/98	
Patent	Application	6802	Load transfer for multiple height stacking	United Kingdom	9725564	03/12/97	
Patent	Application	5847	Modular container stack	Canada	2144395	10/03/95	

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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Application	5847	Modular container stack	Canada	2144395	10/03/95	
Patent	Application	7212	Multi-height attached lidded containers	Europe	00307847.4		
Patent	Application	7212	Multi-height attached lidded containers	Norway			
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	United Kingdom	9910487.9	07/05/99	
Patent	Application	7212	Multi-height attached lidded containers	USA			
Patent	Application	7090	Nesting container with internal spacers	Canada			
Patent	Application	7090	Nesting container with internal spacers	Europe	99310503.0	23/12/99	
Patent	Application	7090	Nesting container with internal spacers	Europe	99310503.0	23/12/99	
Patent	Application	7090	Nesting container with internal spacers	Norway	19996476	23/12/99	
Patent	Application	7090	Nesting container with internal spacers	United Kingdom	9828413.6	23/12/98	
Patent	Application	7090	Nesting container with internal spacers	USA	09/471954		
Patent	Application	7090	Nesting container with internal spacers	USA	09/471954		
Patent	Application	7214	Radio Frequency Tags	United Kingdom	0005038.5		
Patent	Application	6643	Security hinged lid	Canada	2233199	26/03/98	
Patent	Application	6643	Security hinged lid	Canada	2233199	26/03/98	
Patent	Application	6643	Security hinged lid	Europe	98302013	18/03/98	
Patent	Application	6643	Security hinged lid	Europe	98302013	18/03/98	
Patent	Application	6643	Security hinged lid	Norway	P981197	17/03/98	
Patent	Application	6643	Security hinged lid	Norway	P981197	17/03/98	
Patent	Application	6643	Security hinged lid	United Kingdom	9706432	27/03/97	
Patent	Application	6643	Security hinged lid	United Kingdom	9706432	27/03/97	
Patent	Application	6643	Security hinged lid	USA	09/047777	25/03/98	
Patent	Application	6643	Security hinged lid	USA	09/047777	25/03/98	
Patent	Application	6662	Security lid with hanging flaps	Canada	2236051	27/04/98	
Patent	Application	6662	Security lid with hanging flaps	Mexico	983285	27/04/98	
Patent	Application	6662	Security lid with hanging flaps	Norway	P981914	28/04/98	
Patent	Application	6662	Security lid with hanging flaps	United Kingdom	9708741	29/04/97	

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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Application	6662	Security lid with hanging flaps	USA	09/066126	24/04/98	
Patent	Application	6554	Strapping eyes	United Kingdom	9707943	19/04/97	
Patent	Application	6400	Tray clip	Canada			
Patent	Application	6400	Tray clip	Europe	97925145.1	05/06/97	
Patent	Application	6400	Tray clip	Europe	97925145.1	05/06/97	
Patent	Application	6400	Tray clip	Europe	97925145.1	05/06/97	
Patent	Application	6400	Tray clip	Europe	97925145.1	05/06/97	
Patent	Application	6400	Tray clip	Norway			
Patent	Application	6400	Tray clip	USA	09/194921	05/06/97	
Patent	Granted	4805	Anti-slip coatings on rotational mouldings	United Kingdom	9005385	09/03/90	2228891
Patent	Granted	6421	Bar with location ribs	United Kingdom	9827303	03/07/97	2331744
Patent	Granted	6421	Bar with location ribs	United Kingdom	9827303	03/07/97	2331744
Patent	Granted	6421	Bar with location ribs	USA	09/214208	03/07/97	6059114
Patent	Granted	3781	Basket with flap protection	United Kingdom	8328387	24/10/83	2129401
Patent	Granted	3781	Basket with flap protection	United Kingdom	8328387	24/10/83	2129401
Patent	Granted	3781	Basket with flap protection	United Kingdom	8328387	24/10/83	2129401
Patent	Granted	6211	Burger bun tray	Australia	67500/96	15/08/96	713758
Patent	Granted	6211	Burger bun tray	Europe	96927800.1	15/08/96	0848684
Patent	Granted	6211	Burger bun tray	Europe	96927800.1	15/08/96	0848684
Patent	Granted	6211	Burger bun tray	Europe	96927800.1	15/08/96	0848684
Patent	Granted	6211	Burger bun tray	Europe	96927800.1	15/08/96	0848684
Patent	Granted	6211	Burger bun tray	Europe	96927800.1	15/08/96	0848684
Patent	Granted	6211	Burger bun tray	Europe	96927800.1	15/08/96	0848684
Patent	Granted	6211	Burger bun tray	Singapore	9801895	15/08/96	51454
Patent	Granted	6211	Burger bun tray	United Kingdom	9802989	15/08/96	2318346
Patent	Granted	6211	Burger bun tray	United Kingdom	9802989	15/08/96	2318346
Patent	Granted	6213	Collapsible container	Europe	96305602.3	26/07/96	0759400
Patent	Granted	6213	Collapsible container	Europe	96305602.3	26/07/96	0759400
Patent	Granted	6213	Collapsible container	New Zealand	299248	28/08/96	
Patent	Granted	6213	Collapsible container	New Zealand	299248	28/08/96	
Patent	Granted	6213	Collapsible container	United Kingdom	9515364	26/07/95	2303616
Patent	Granted	6213	Collapsible container	USA	08/703486	27/08/96	5797508
Patent	Granted	6213	Collapsible container	United Kingdom	9905138	26/07/95	2330826
Patent	Granted	2410	Container (Pork Farms)	United Kingdom	8621778	10/09/86	2180821
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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Granted	7198	Egg container (Sliding Shutters)	USA	08/821907	21/03/97	5924572
Patent	Granted	3835	Improved hinge	Belgium	84303425	21/05/84	
Patent	Granted	3835	Improved hinge	France	84303425	21/05/84	
Patent	Granted	3835	Improved hinge	Germany	84303425	21/05/84	
Patent	Granted	3835	Improved hinge	Netherlands	84303425	21/05/84	
Patent	Granted	3835	Improved hinge	Switzerland	84303425	21/05/84	
Patent	Granted	3835	Improved hinge	United Kingdom	8412779	18/05/84	2141778
Patent	Granted	6387	Interlocking side walls	Australia	33537/97	03/07/97	715242
Patent	Granted	6387	Interlocking side walls	United Kingdom	9827305	03/07/97	2331983
Patent	Granted	6430	Interlocking stacking container	United Kingdom	9713291	25/06/97	2314556
Patent	Granted		Label removing nestable containers	United Kingdom	9418559	15/09/94	2281901
Patent	Granted		Label removing nestable containers	United Kingdom	9418559	15/09/94	2281901
Patent	Granted	6802	Load transfer for multiple height stacking	South Africa	9811005	02/12/98	98/11005
Patent	Granted	6802	Load transfer for multiple height stacking	USA		03/12/98	
Patent	Granted	6802	Load transfer for multiple height stacking	USA		03/12/98	
Patent	Granted	5847	Load transfer for multiple height stacking	Eire	95301437	06/03/95	0671335
Patent	Granted	5847	Modular container stack	Europe	95301437	06/03/95	
Patent	Granted	5847	Modular container stack	France	95301437	06/03/95	
Patent	Granted	5847	Modular container stack	Germany	95301437	06/03/95	
Patent	Granted	5847	Modular container stack	Portugal	95301437	06/03/95	
Patent	Granted	5847	Modular container stack	Spain	95301437	06/03/95	
Patent	Granted	5847	Modular container stack	Sweden	95301437	06/03/95	
Patent	Granted	5847	Modular container stack	United Kingdom	9504462	06/03/95	
Patent	Granted	5847	Modular container stack	USA	08/399129	06/03/95	
Patent	Granted	5723	Modular pallet	United Kingdom	9415678	03/08/94	2280663
Patent	Granted		Music tote	United Kingdom	9512376	17/06/95	2302364
Patent	Granted		Poly bottle collating tray	United Kingdom	8914916	29/06/89	2220196
Patent	Granted	1202	Pork Farms	United Kingdom	2180801		
Patent	Granted	5118	Slide-on lid	United Kingdom	9123828	08/11/91	2250504
Patent	Granted	4253	Stagger stack	United Kingdom	8530075	24/10/83	2171980
Patent	Granted	4253	Stagger stack	United Kingdom	8530075	24/10/83	2171980
Patent	Granted	4253	Stagger stack	United Kingdom	8530075	24/10/83	2171980
Patent	Granted	8082	Straight-on-Tray	United Kingdom	8517465	10/07/85	2177685
Patent	Granted	7736	Transit Box (Town Tray)	United Kingdom	8334495	04/12/83	2152013

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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Patent	Granted	7736	Transit Box (Town Tray)	United Kingdom	8334495	04/12/83	2152013
Patent	Granted	7736	Transit Box (Town Tray)	United Kingdom	8334495	04/12/83	2152013
Patent	Granted	6400	Tray clip	United Kingdom	9826198	05/06/97	2328246
Patent	Granted	6400	Tray clip	United Kingdom	9826198	05/06/97	2328246
Patent	Granted	6400	Tray clip	United Kingdom	9826198	05/06/97	2328246
Patent	Granted	6400	Wheeled transport arrangement	United Kingdom	8817892	27/07/88	2207894
Patent	Possible Appn	7119	Dolly Handle	United Kingdom			
Patent	Possible Appn	7119	Dolly Handle	United Kingdom			
Patent	Possible Appn	7418	Sandwich container	United Kingdom			
Patent	Possible Appn	7418	Sandwich container	United Kingdom			
Registered Design	Application	1687	Burger Bun Tray (2)	United Kingdom	2062368	14/01/97	
Registered Design	Application	1687	Burger Bun Tray (2)	United Kingdom	2062368	14/01/97	
Registered Design	Application	1874	Can Tray	United Kingdom	2089397	12/01/00	2089397
Registered Design	Application	1874	Can Tray	United Kingdom	2089397	12/01/00	2089397
Registered Design	Application	1874	Can Tray	United Kingdom	2089397	12/01/00	2089397
Registered Design	Application	1917	Folding Container	United Kingdom	2095677	09/09/00	
Registered Design	Application	1900	Folding Container with Bars	United Kingdom	2094246	13/07/00	
Registered Design	Application	1829	Multi-retailer container	Germany	49909442.5	06/10/99	
Registered Design	Expired	2409	Container "independent hinged flap"	United Kingdom	1028195	26/07/85	1028195
Registered Design	Expired	1568	Container (GWS5)	United Kingdom	996577	16/09/80	996577
Registered Design	Granted		400x300 Multi-retail container	United Kingdom	2064522	27/03/97	2064522
Registered Design	Granted		600x400 Multi-retail container	United Kingdom	2064523	27/03/97	2064523
Registered Design	Granted	1685	Bread basket	United Kingdom	2074751	19/05/98	2074751
Registered Design	Granted		Bread tray	Benelux	58049-00	13/07/83	1127800
Registered Design	Granted		Bread tray	France	832697	18/07/83	832697
Registered Design	Granted	1925	Bread Tray (British Bakeries)	United Kingdom	1010826	14/01/93	1010826
Registered Design	Granted		Collapsible container	United Kingdom	2074714	16/05/98	2074714
Registered Design	Granted	1616	Collapsible container (Large)	United Kingdom	2052625	14/12/95	2052625
Registered Design	Granted	1620	Collapsible container (Small)	United Kingdom	2052626	14/12/95	2052626
Registered Design	Granted	2409	Container "independent hinged flap"	Benelux	60662-00	18/12/85	14411-00
Registered Design	Granted	2409	Container "independent hinged flap"	France	860139	13/01/86	860139
Registered Design	Granted	2409	Container "independent hinged flap"	Germany	URA1605/85	20/12/85	MR25248
Registered Design	Granted	1061	Container (NS65400)	United Kingdom	1054586	27/10/88	1054586
Registered Design	Granted		Container (open ended)	United Kingdom	2069043	12/09/97	2069043

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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Registered Design	Granted		Container (open sided)	United Kingdom	2069044	12/09/97	2069044
Registered Design	Granted		Deep Maxi-Nest	United Kingdom	2072309	07/02/98	2072309
Registered Design	Granted	1672	Dolly and handle	United Kingdom	2059540	21/09/96	2059540
Registered Design	Granted	1605	Dual-height bun tray	United Kingdom	2051166	16/10/95	2051166
Registered Design	Granted	1605	Dual-height bun tray	United Kingdom	2051166	16/10/95	2051166
Registered Design	Granted	1605	Dual-height bun tray	United Kingdom	2051166	16/10/95	2051166
Registered Design	Granted	1605	Dual-height bun tray	United Kingdom	2051166	16/10/95	2051166
Registered Design	Granted	1612	Egg container (Tesco)	United Kingdom	2055042	22/03/96	2055042
Registered Design	Granted	1274	Forecourt service unit	United Kingdom	2014580	06/05/91	2014580
Registered Design	Granted	1165	Low sided basket (project 507)	United Kingdom	2005136	03/03/90	2005136
Registered Design	Granted	1889	Multi-height half tray (IGD)	United Kingdom	2080242	09/01/99	2080242
Registered Design	Granted	1889	Multi-height half tray (IGD)	United Kingdom	2080242	09/01/99	2080242
Registered Design	Granted	1890	Multi-height tray (IGD)	United Kingdom	2080241	09/01/99	2080241
Registered Design	Granted		Multi-Retail Mushroom Tray	United Kingdom	2067434	17/07/97	2067434
Registered Design	Granted	1829	Multi-retailer container	United Kingdom	2083098	01/05/99	2083098
Registered Design	Granted	2867	Mushroom tray	United Kingdom	1040109	19/02/87	1040109
Registered Design	Granted		Pork Farms container	France	862239	28/04/86	862239
Registered Design	Granted		Pork Farms container	United Kingdom	1031537	10/01/86	1031537
Registered Design	Granted	2425	Pork Farms tray	United Kingdom	1029198	13/09/85	1029198
Registered Design	Granted	1590	Project 0843 Container	United Kingdom	2048667	07/07/95	2048667
Registered Design	Granted	1524	Project 634 tray	United Kingdom	2039582	09/06/94	2039582
Registered Design	Granted	1523	Project 640 container	United Kingdom	2039581	09/06/94	2039581
Registered Design	Granted	1522	Project 671 container	United Kingdom	2039580	09/06/94	2039580
Registered Design	Granted		Project MN64260 (2 Designs)	Spain	142699	07/05/98	142699
Registered Design	Granted		Project MN64260 (Flat ends)	United Kingdom	2073251	17/03/98	2073251
Registered Design	Granted		Project MN64260 with holes (Deep Maxi-N)	Spain	SEE 142699		
Registered Design	Granted		Project MN64260 without holes	Spain	SEE 142699		
Registered Design	Granted	1869	Shuttered Lidded Container	United Kingdom	2088611	08/12/99	2088611
Registered Design	Granted	1583	Spanish bread basket	Spain	2047436	12/05/95	2047436
Registered Design	Granted	1583	Spanish bread basket	Spain	2047436	12/05/95	2047436
Registered Design	Granted	1166	Stacking crate (Project 544)	United Kingdom	2005137	03/03/90	2005137
Registered Design	Granted	F8191	Straight-on-Tray	United Kingdom			1031838
Registered Design	Granted	1570	Tesco tray - standard	Australia	360/96	13/02/96	128297
Registered Design	Granted	1570	Tesco tray - standard	Benelux	71221-00	29/09/95	26481-00

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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Registered Design	Granted	1570	Tesco tray - standard	Canada	1995-2215	29/09/95	78312
Registered Design	Granted	1570	Tesco tray - standard	Eire	339/95	29/09/95	D11106
Registered Design	Granted	1570	Tesco tray - standard	France	NONE	29/09/95	955352
Registered Design	Granted	1570	Tesco tray - standard	Germany	M9507949	02/10/95	M9507949
Registered Design	Granted	1570	Tesco tray - standard	Italy	M195000543	02/10/95	
Registered Design	Granted	1570	Tesco tray - standard	New Zealand	27384	13/02/96	27384
Registered Design	Granted	1570	Tesco tray - standard	Portugal	27091S	02/10/95	27091
Registered Design	Granted	1570	Tesco tray - standard	Spain	135937	02/10/95	135937
Registered Design	Granted	1570	Tesco tray - standard	Sweden	95-1843	29/09/95	59938
Registered Design	Granted	1570	Tesco tray - standard	United Kingdom	2046435	01/04/95	2046435
Registered Design	Granted	1570	Tesco tray - standard	USA	29/044676	29/09/95	382404
Registered Design	Granted	1571	Tesco tray (2)	United Kingdom	2046434	01/04/95	2046434
Registered Design	Granted	1569	Tesco tray (deep)	United Kingdom	2046436	01/04/95	2046436
Registered Design	Granted	F7734	Tesco tray (shallow)	United Kingdom	2046433	01/04/95	2046433
Registered Design	Granted		Town Tray	United Kingdom			1017016
Registered Design	Granted	1536	Warburtons bread tray	United Kingdom	2075267	11/06/98	2075267
Registered Design	Granted	1536	Wheeled dolly (Macdonalds)	France	NONE	20/03/95	951753
Registered Design	Granted	1536	Wheeled dolly (Macdonalds)	Germany	M9502368	22/03/95	M9502368
Registered Design	Granted	1536	Wheeled dolly (Macdonalds)	United Kingdom	2040735	03/08/94	2040735
Registered Design	Granted	1536	Wheeled dolly (Macdonalds)	USA	29/036757	27/03/95	370757
Registered Design	Possible Appn	1880	Stacking Dolly	United Kingdom			
Trade Mark	Application	6543	MAXI-FOLD	Canada	893389	15/10/98	
Trade Mark	Application	6543	MAXI-FOLD	USA	2172122	15/07/98	
Trade Mark	Application	6543	MAXI-FOLD	USA	2172122	15/07/98	
Trade Mark	Application	2553	PAXTON	Canada		15/07/98	
Trade Mark	Application	2553	PAXTON	Europe			
Trade Mark	Application	2553	PAXTON	Finland			
Trade Mark	Application	2553	PAXTON	Norway			
Trade Mark	Application	2553	PAXTON	USA			
Trade Mark	Granted	6543	MAXI-FLAT	United Kingdom	2172124	15/07/98	20
Trade Mark	Granted	6543	MAXI-FOLD	Europe	961219	13/10/98	961219
Trade Mark	Granted	6543	MAXI-FOLD	Mexico	352039	27/10/98	
Trade Mark	Granted	6543	MAXI-FOLD	Norway	9809480	21/10/98	196236
Trade Mark	Granted	6543	MAXI-FOLD	Switzerland	08501/1998	15/10/98	

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Type	Status	Ref.	Title	Country	Application No	Application Date	Granted No
Trade Mark	Granted	6543	MAXI-FOLD	United Kingdom	2172122	15/07/98	
Trade Mark	Granted	5873	Maxi-Nest	Canada	836418	13/02/97	TMA523339
Trade Mark	Granted	5873	Maxi-Nest	Europe	577742	01/07/97	577742
Trade Mark	Granted	5873	Maxi-Nest	Mexico	287275	18/02/97	551606
Trade Mark	Granted	5873	Maxi-Nest	Norway	975325	02/07/97	190856
Trade Mark	Granted	5873	Maxi-Nest	Switzerland	5277	02/07/97	448144
Trade Mark	Granted	5873	Maxi-Nest	United Kingdom	2108573	28/08/96	2108573
Trade Mark	Granted	5873	Maxi-Nest	USA	75/248773	27/02/97	2187281
Trade Mark	Granted	2553	PAXTON	Benelux	684431	06/06/86	421714
Trade Mark	Granted	2553	PAXTON	France	807519	24/07/86	1364954
Trade Mark	Granted	2553	PAXTON	Germany	P33999/12	21/06/86	1108214
Trade Mark	Granted	2553	PAXTON	Spain	2249215	22/07/99	2249215
Trade Mark	Granted	2553	PAXTON	Spain	2249215	22/07/99	2249215
Trade Mark	Granted	2553	PAXTON	United Kingdom	1266355	02/05/86	1266355
Trade Mark	Granted		PAXTON GREEN BOX (Series of 2)	United Kingdom	1452357	08/01/91	1452357
Trade Mark	Granted		PAXTON-CONTAINING TOMORROW'S	United Kingdom	1452354	08/01/91	1452354

Patents and applications of *McV-G Technology Limited*.
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Applicant/Proprietor	Short Title	Country	Filed	Appln No.	Final No.	Expiry
McKeechnie Components Limited	IR Forming of Tubes	United Kingdom	11 Nov 91	9123930.1	2 249 750	11 Nov 11
McKeechnie Plastics Limited	IR Forming of Tubes	Austria	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKeechnie Components Limited	IR Forming of Tubes	Belgium	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKeechnie Components Limited	IR Forming of Tubes	Canada	12 Nov 91	2 055 263		
McKeechnie Components Limited	IR Forming of Tubes	China	13 Nov 91	91110617.0	ZL 91110617.0	13 Nov 11
McKeechnie Components Limited	IR Forming of Tubes	Denmark	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKeechnie Components Limited	IR Forming of Tubes	France	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKeechnie Plastics Limited	IR Forming of Tubes	Germany	11 Nov 91	91310383.4	P691 06 843.7	11 Nov 11
McKeechnie Plastics Limited	IR Forming of Tubes	Greece	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKeechnie Plastics Limited	IR Forming of Tubes	Hong Kong	24 Nov 94	291/1995	291/1995	11 Nov 11
McKeechnie Plastics Limited	IR Forming of Tubes	Ireland	31 Oct 91	3817/91	64962	31 Oct 11
McKeechnie Plastics Limited	IR Forming of Tubes	Italy	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKeechnie Plastics Limited	IR Forming of Tubes	Japan	13 Nov 91	297212/1991		

Patents and applications of ~~M-V-C~~ Technology Limited.
McKechnie Components Limited

Applicant/Proprietor	Short Title	Country	Filed	Appln. No.	Final No.	Expiry
McKechnie Components Limited	IR Forming of Tubes	Luxembourg	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKechnie Plastics Limited	IR Forming of Tubes	Mexico	13 Nov 91	91 02050	177 602	13 Nov 11
McKechnie Plastics Limited	IR Forming of Tubes	Norway	12 Nov 91	914428	180 285	12 Nov 11
McKechnie Plastics Limited	IR Forming of Tubes	Singapore	11 Nov 91	1676/1994	9491676-4	11 Nov 11
McKechnie Components Limited	IR Forming of Tubes	South Africa	06 Nov 91	91/8796	91/8796	06 Nov 11
McKechnie Components Limited	IR Forming of Tubes	South Korea	11 Nov 91	19963/91	165 679	11 Nov 11
McKechnie Plastics Limited	IR Forming of Tubes	Spain	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKechnie Plastics Limited	IR Forming of Tubes	Sweden	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKechnie Components Limited	IR Forming of Tubes	Switzerland	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKechnie Plastics Limited	IR Forming of Tubes	Taiwan	05 Nov 91	80108695	62557	01 Jun 08
McKechnie Components Limited	IR Forming of Tubes	The Netherlands	11 Nov 91	91310383.4	0 486 237 (E)	11 Nov 11
McKechnie Components Limited	IR Forming of Tubes	USA	07 Nov 91	788 767	5 200 124	07 Nov 11

Patents and applications of ~~McKechnie Technology Limited~~.*McKechnie Components Limited*

Applicant/Proprietor	Short Title	Country	Filed	Appln No.	Final No.	Expiry
McKechnie Components Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	United Kingdom	20 Jul 96	9615297.0		
McKechnie Plastics Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	Australia	03 Apr 97	1771697		
McKechnie Plastics Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	Brazil	20 Dec 96	9606143		
McKechnie Components Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	Europe	07 Jul 97	97304935.6		
McKechnie Plastics Limited	Pulse Controlled IR Forming Plastic Tubes	Hong Kong	04 Aug 98	98109702.3		
McKechnie Plastics Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	India	10 Dec 96	2742/DEL/1996		
McKechnie Plastics Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	New Zealand	03 Apr 97	314 514	314 514	03 Apr 17
McKechnie Components Limited	Pulse Controlled Infra-Red Heating Thermoplastic Tubes	USA	17 Jul 97	895 632	5 985 203	17 Jul 17
McKechnie Components Limited	Heat Shaping Pressurised Thermoplastic Tubes	United Kingdom	16 Sep 99	9921783.8		
McKechnie Components Limited	Heat Shaping Pressurised Thermoplastic Tubes	Europe	16 Sep 99	99307345.1		
McKechnie Components Limited	Heat Shaping Pressurised Thermoplastic Tubes	USA	16 Sep 99	397 223		
McKechnie Components Limited	Multi-Layer Tube with Metallic Barrier Layer	United Kingdom	26 Jan 00	0001685.7		
McKechnie Components Limited	Multi-Layer Tube with Metallic Barrier Layer	USA	06 Jun 00	587 984		

Patents and applications of *M-V-C Technology Limited*.

McKechnie Components Limited

Applicant/Proprietor	Short Title	Country	Filed	Appln No.	Final No.	Expiry
McKechnie Components Limited	Dendimer Fuel Pipe	United Kingdom	10 Mar 00	0005664.8		
McKechnie Components Limited	Corrugated Tube Joint	United Kingdom	25 May 00	0012598.9		
McKechnie Components Limited	Corrugated Tube Joint	Europe	25 May 00	00304474.0		
McKechnie Components Limited	Twinned Tube	United Kingdom	23 Jun 00	0015266.0		

Sched 4	Class 17	2,232,546	15 May 2000	Advertised	Jnl 6336,10813
		THERMOPLAS			
		Plastics in extruded form for use in manufacture; flexible pipes, not of metal; packing, stopping and insulating materials.			
		McKechnie Vehicle Components Brunleys Kiln Farm Milton Keynes			
		Week Ending: Recent History 19 May 2000: Added 16 Jun 2000: Journal-Set 14 Jul 2000: Status:Advert1			

Part 7

Details of the Scheduled Property

Registered Land

County and District (or London Borough)	Address or Description	Title No.	Owner
Buckinghamshire : Milton Keynes	Unit 6, Precedent Drive, Rooksley, Milton Keynes	BM138835	McKechnie Components Limited

Unregistered Leasehold Interests

Property	Date of Lease	Parties	Term	Owning Company	Charging Restriction
Land adjacent to Unit 1, Green Lane Industrial Estate, Walsall	5 March 1996	Trimselter Limited (1) McKechnie (UK) Limited (2)	16 years from 16 th October 1995	McKechnie Components Limited	None
Premises at Airfield Industrial Estate, York Road, Elvington, Yorkshire	24 October 1996	William Birch & Sons Limited (1) McKechnie Properties Limited (2)	5 years from 29 September 1996	McKechnie Components Limited	None
Premises on the eastern side of Westgate Carr Road, Pickering, North Yorkshire	19 February 1998	Huddersfield Gauges Limited (1) McKechnie UK Limited (2)	5 years from 1 st December 1997	McKechnie Components Limited	Yes

Part 8

General Restrictions and Obligations

1. Under Clause 4.1(a) of the Debenture, it was agreed that, subject to Clause 4.3 (*Book Debts*) of the Debenture, except with the consent of the Security Agent, each Charging Company shall not and shall procure that none of its subsidiaries shall, until after the Release Date:
 - (a) create or permit to be outstanding any Security Interest over all or any of its assets other than a Security Interest expressly permitted under the terms of the Senior Facilities Agreement; or
 - (b) unless required to do so by the Statutes, sell, transfer, assign, lease, hire out, lend or otherwise dispose of any of the Charged Assets or permit any person to do any such thing except as expressly provided for or permitted under the Senior Facilities Agreement; or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Assets.
2. Under Clause 4.1(b)(ii), each Charging Company undertakes that until after the Release Date it shall promptly notify the Security Agent of any event which may materially and adversely affect any of its Charged Assets over which the Debenture creates or purports to create a Fixed Charge or affect in any way its ability to perform its obligations under the Debenture;
3. Under Clause 4.2(b)(i) of the Debenture, until an Event of Default occurs and is continuing unwaived or unremedied, each Charging Company shall be entitled to (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and (ii) exercise or direct the exercise of the voting rights attached to any Investment which comprises part of its Charged Assets in such manner as it sees fit Provided that the relevant Charging Company shall not exercise or direct the exercise of any such voting rights in a manner prejudicial to the Security Interests constituted by the Debenture or which causes a Default to occur.
4. Under Clause 4.4(b) of the Debenture, unless:
 - (a) the Charges have become enforceable; or
 - (b) an Event of Default has occurred and is continuing unremedied or unwaived;any monies in respect of the Book Debts received by any Charging Company and paid into its Collection Accounts in accordance with the requirements of Clause 4.3(c) (*Book Debts*) of the Debenture shall, in the absence of any written directions to the contrary from the Security Agent, upon being paid into the Collection Accounts be released from the fixed charge created by Clause 2.1 (*Fixed Charges*) of the Debenture and shall become subject to the floating charge created by Clause 2.3 (*Floating Charge*) of the Debenture. Such release from the fixed charge over Book Debts shall not affect, and shall be entirely without prejudice to, the continuance of the said fixed charge on all other Book Debts of the Charging Companies outstanding from time to time.
5. Under Clause 4.9(a) of the Debenture, each Charging Company agreed not to cause or permit to be done anything which could reasonably be expected in any way to depreciate, jeopardise or otherwise prejudice to a material extent the value to the Security Agent of the security constituted by the Debenture (other than fair wear and tear arising from the use of such security in the ordinary course of a Charging Company's business).
6. Under Clause 8.4 of the Debenture, it was agreed that the Security Agent may delegate in any manner to any person (as it may reasonably believe to be qualified to carry out the powers, authorities and discretions delegated) all or any of the rights which are exercisable by the Security Agent under the Debenture. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Charging Companies or any other person for any costs, charges, losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any Delegate except to

the extent that such costs, charges, losses or liabilities shall be caused by its or the Delegate's gross negligence, fraud, recklessness or wilful default.

7. Under Clause 11.1 of the Debenture, it was agreed that each Charging Company by way of security irrevocably appointed the Security Agent, every Receiver and every Delegate severally as its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:

- (a) to execute and do all such assurances, acts and things which each Charging Company is obliged to do under the Debenture including without limitation to make any demand upon or to give any notice or receipt to any person by whom any Book Debt or Bank Balance is for the time being owing;
- (b) generally in its name and on its behalf to exercise all or any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under the Debenture.

Provided that such power of attorney and any power exercisable thereunder shall not be exercisable (other than pursuant to Clause 10 (*Further Assurance*)) of the Debenture until after the Charges have become enforceable.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03724491

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th OCTOBER 2000 AND CREATED BY MCKECHNIE COMPONENTS LIMITED FOR SECURING ANY INDEBTEDNESS AND OTHER LIABILITIES OF ANY CHARGING COMPANY (AS DEFINED) TO THE SECURITY AGENT AND/OR ANY OF THE OTHER SENIOR FINANCE PARTIES (AS DEFINED) AND/OR ANY RECEIVER (AS DEFINED) UNDER OR IN CONNECTION WITH THE SENIOR FINANCE DOCUMENTS, OR ANY OF THEM, INCLUDING JOINT AND SEVERAL INDEBTEDNESS AND LIABILITIES OF THE CHARGING COMPANIES AND ANY OTHER PERSON IN ANY CURRENCY OR CURRENCIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE