

MR01

Particulars of a charge

Laserform

649100/13

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last page

You can use the WebFiling service to file this form online.
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Please return
via
CH London Counter

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

X What this form is NOT for
You may not use this form to
register a charge where there is
an instrument. Use form MR08

For further information, please



RCS 04/01/2016 #3
COMPANIES HOUSE
LD4 18/12/2015 #23
COMPANIES HOUSE

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

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

1 Company details

Company number 09619888
Company name in full HMV (BRANDS) LIMITED (the Chargor)

4 For official use
→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/06/2015

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 Goodmans Capital Investments Ltd (the Chargee)

Name

Name

Name

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

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

MR01

Particulars of a charge

4	Brief description	<p>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</p>	<p>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"</p> <p>Please limit the description to the available space</p>
	Brief description	<p>The Chargor charges to the Chargee by way of a fixed charge the Intellectual Property Rights such as the Trade Mark 'HNV', Class 09,16 (registration number 32433) For more details of intellectual property charged please refer to the instrument</p>	
5	Other charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ¹	<p>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</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Deutms VAMEA LLP</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

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 RXXW/APJ/034931.0001

Company name Dentons UKMEA LLP

Address One Fleet Place

Post town London

County/Region

Postcode E C 4 M 7 W S

Country

DX DX: 242 LONDON/CHANCERY LANE

Telephone +44 20 7242 1212



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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

PROFORMA

Company Number 09619888
Company Name HMV(BRANDS) LIMITED
Contact Name/ Organisation Ruoxing Wu, DENTONS UKMEA LLP
Address One Fleet Place
London
EC4M 7WS

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☒ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge

- ☐ Date that property or undertaking was acquired
- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge

(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please amend section 4 brief description to read:

The Chargor charges to the Chargee by way of a fixed charge the Intellectual Property Rights such as the Trade Mark 'HIS MASTER'S VOICE', Class 09 (registration number 327785) For more details of intellectual property charged please refer to the instrument



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 9619888

Charge code: 0961 9888 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2015 and created by H MV (BRANDS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2016

Given at Companies House, Cardiff on 4th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

大成 DENTONS

Debenture

Dated 16 December 2015

HMV (Brands) Limited
(the Chargor)

Goodmans Capital Investments Ltd
(the Chargee)

We certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Signed

Dentons UKMEA LLP
Dentons UKMEA LLP

Date

18.12.15

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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THIS DEBENTURE is made BY DEED on 16 December

2015

BETWEEN

- (1) **HMV (BRANDS) LIMITED**, a company established under the laws of England with company registration number 09619888, with its registered office at Unit 7 River Court, Brighthouse Business Village, Brighthouse Road, Middlesbrough TS2 1RT (the "**Chargor**"), and
- (2) **Goodmans Capital Investments Ltd**, a company established under the laws of the British Virgin Islands with company registration number 1573594, with its registered office at Nerine Chambers, P O Box 905, Road Town, Tortola, British Virgin Islands (the "**Chargee** ")

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Debenture

"Act"	means the Law of Property Act 1925,
"Administrator"	means any person or persons for the time being acting as administrator of the Chargor pursuant to the provisions of the Insolvency Act 1986,
"Bond Listing Deed"	means the bond listing deed between the Chargor and the Chargee dated on or around the date of this Debenture,
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are open for general business in London,
"Certificate of Title"	means any report on, or certificate of, title relating to the Property supplied to the Chargee by the Chargor (or on its behalf);
"Charged Property"	means the Property and all other assets, rights and undertaking of the Chargor which are the subject of any security created or purported to be created by this Debenture,
"Default Rate"	means 10% per annum;
"Environment"	means all of the air, water and land, including (without limitation) the air within buildings and other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil,
"Environmental Law"	means all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affect the Charged Property,
"Environmental Licence"	means any authorisation required by an Environmental Law in respect of any of the Charged Property,

"Event of Default"	has the meaning given to such term in the Facility Agreement,
"Facility Agreement"	means the term loan agreement between Palm Green Capital Ltd (as borrower) and the Chargee (as lender) dated 5 April 2013, as novated pursuant to a deed of novation of even date between Palm Green Capital Ltd (as the existing borrower), the Chargor (as the new borrower) and the Chargee (as lender),
"Finance Documents"	means this Debenture and any other documents evidencing the Secured Liabilities or constituting a Security Interest securing the same, and "Finance Document" means any of them,
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations,
"Financial Collateral Regulations"	has the meaning given to that expression in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/2006),
"Intellectual Property Rights"	means <ul style="list-style-type: none"> a) those intellectual property rights and interests in those rights which are specified in Schedule 4 (<i>Intellectual Property</i>) (if any), b) the Chargor's present and future trade marks, service marks, trade names, logos, get-up, patents, petty patents, utility models, inventions, registered and unregistered design rights, copyrights, database rights, rights in domain names and URLs, image rights, rights to sue for passing off and in unfair competition and all other similar rights in any part of the world (including Know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, and c) all other forms of intellectual or industrial property of the Chargor and any other rights and assets of a similar nature to those described in b) of the Chargor which may now or in the future subsist in any jurisdiction and whether registered or not,
"Know-how"	means industrial and commercial information and techniques in any recorded form (not in the public domain) including drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating

conditions, market forecasts and lists and particulars of customers and suppliers,

"Material Adverse Effect"

means a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or prospects of the Chargor in any jurisdiction; (b) the Property and/or the income derived from the Property, (c) the ability of the Chargor to perform any of its obligations under this Debenture, or (d) the validity or enforceability of this Debenture or the rights or remedies of the Chargee under this Debenture,

"Property"

means the freehold property or properties as set out in Schedule 1 (*The Freehold Property*) (if any) and the leasehold property or properties as set out in Schedule 2 (*The Leasehold Property*) (if any) and includes each and every part of such property or properties and all buildings fixtures and fittings thereon,

"Receiver"

means any person or persons appointed by the Chargee under this Debenture or pursuant to any applicable law to be a receiver and/or manager of the Charged Property or any part thereof and (where the context requires or permits) includes any substituted receiver and/or manager,

"Rent"

means all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise;

"Secured Liabilities"

means any and all monies, debts, obligations and liabilities whatsoever whether for principal, interest, default interest or otherwise now or in the future due from, owing or incurred by the Chargor to the Chargee including, without limitation, pursuant to the Facility Agreement and the Bond Listing Deed, whether present or future actual or contingent and whether alone or severally or jointly with any other person and whether as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current account or in any manner whatever including any moneys, debts, obligations, and liabilities assigned to the Chargee and interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs expenses and other charges on a full and unqualified indemnity basis,

"Security Interest"

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any

person or any other agreement or arrangement having a similar effect, and

"Valuation"

means any valuation relating to the Property supplied to the Chargee by the Chargor (or on its behalf)

1 2 In this Debenture unless a contrary indication appears

- (a) references to this Debenture (or any provision of it) or any other document shall be construed as a reference to this Debenture, that provision or that document as in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time in accordance with its terms or with the agreement of the relevant parties,
- (b) references to any **"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 two or more of the foregoing,
- (c) references to any statute or statutory provision are to be construed as including references to that statute or statutory provision as amended, extended, consolidated, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Debenture) and any previous statute or statutory provision amended, extended, consolidated, supplemented, re-enacted or replaced by it and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statute or statutory provision,
- (d) clause and Schedule headings are for ease of reference only and shall not affect the interpretation of this Debenture,
- (e) references to **"the Chargee"** include any person to whom the Chargee at any future time assigns or transfers any interest or right created by or existing under this Debenture,
- (f) the terms of other Finance Documents are incorporated in this Debenture to the extent required to ensure that any purported disposition or purported contract for the disposition of any freehold or leasehold property contained in this Debenture is a valid disposition or contract for disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, and
- (g) any reference to **"including"** shall be construed as **"including without limitation"**

1 3 Subject to Clause 1 4, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture

1 4 The provisions of Clause 1 3 will not prevent any Receiver appointed under this Debenture nor any person to whom the Chargee at any future time assigns or transfers any interest or right created by or existing under this Debenture from enforcing or enjoying the benefit of any term of this Debenture For the avoidance of doubt, this Debenture and any of its provisions may be amended, waived or released, in whole or in part, without the necessity of obtaining the consent of any actual or potential Receiver

2. COVENANT TO PAY

The Chargor covenants with the Chargee to pay or discharge the Secured Liabilities on the due date or dates for payment or in the absence of any agreed or specified due date, immediately on demand by the Chargee

3. SECURITY

3.1 The Property

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges to the Chargee by way of legal mortgage all the Chargor's right, title, benefit, estate and interest in and to the Property

3.2 Fixed Charge Property

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, to the extent not effectively subject to the security constituted by Clause 3.3, charges to the Chargee by way of fixed charge all the Chargor's present and future rights, title, benefit and interest in and to

- (a) any other freehold and leasehold property now and at any time during the continuance of this security belonging to, vested in or held by the Chargor (other than the Property) and the proceeds of sale thereof and all licences now or hereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Chargor and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder and all rents and other income of such freehold or leasehold property,
- (b) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under Clause 3.4,
- (c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Charged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,
- (d) all monies from time to time standing to the credit of the account to which any Rent is paid;
- (e) all present and future plant, vehicles, machinery, computers and office and other equipment (to the extent not effectively mortgaged or charged under Clauses 3.1 and 3.2(a)),
- (f) all chattels hired, leased, rented or agreed to be sold by the Chargor to any other person,
- (g) all debts including book debts and receivables and claims of any description now and from time to time due, owing, incurred or accountable to the Chargor and whether presently arising, payable or performable or hereafter arising, falling due for payment or performance and all proceeds thereof and the benefit of all rights relating thereto,
- (h) the Intellectual Property Rights, including without limitation all fees, royalties and other rights of any kind deriving from the Intellectual Property Rights,

- (i) the Chargor's present and future goodwill and uncalled capital,
- (j) all documents which have been or may from time to time be deposited with the Chargee and which are not charged to the Chargee pursuant to the foregoing sub-clauses, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof,
- (k) all contracts, licences, consents and authorisations held in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them,
- (l) any sum now or at any time after the date of this Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986, and
- (m) all other existing and future property not charged or assigned by the previous paragraphs of this Clause (other than stock in trade or work in progress)

3 3 Security by way of mortgage

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities hereby assigns to the Chargee by way of fixed mortgage all the Chargor's present and future right, title, benefit and interest in and to

- (a) any hiring, leasing, rental or sales contract relating to any chattels hired, leased, rented or agreed to be sold by the Chargor to any other person and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of that contract (to the fullest extent permitted under any relevant agreement),
- (b) any contractual, restitutionary and tortious rights now and from time to time vested in the Chargor and whether presently arising or hereafter arising,
- (c) any balance in whatever currency now or in the future standing to the credit of any account with any bank or financial institution,
- (d) any present or future contracts or policies of insurance or assurance (including life policies) in which the Chargor now or hereafter has an interest and all claims and monies from time to time arising or payable thereunder, including any refund of premiums, and
- (e) any stocks, shares, units in collective investment schemes, debentures, bonds, notes, commercial paper, certificates of deposit, depository receipts, negotiable instruments and/or other securities of any kind whatsoever in or relating to any company, firm or entity wheresoever situate and any rights or entitlements derived directly or indirectly from the same and whether any of the foregoing is represented by a certificate or instrument or by an entry in any register, account, book entry or other record or common account and whether marketable or otherwise, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same, together with all dividends, interest allotments, accretions, offers, rights, benefits and advantages whatsoever in respect of or incidental to such securities

3 4 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Chargee

- (a) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies,

- (b) the Rent and the benefit of any guarantee or security in respect of the Rent,
- (c) all rights and claims to which it is now or may in the future become entitled in relation to the Property including, without limitation, all rights and claims it may have from time to time against any seller or lessor or persons who now are, have been or may have from time to time become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons, and
- (d) to the extent that the same are capable of assignment:
 - (i) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Properties and all guarantees, warranties and representations given or made by, and any rights and remedies against, all or any building contractors at any time engaged in relation to the Property, together with the benefit of all sums recovered in any proceedings against all and any such persons, and
 - (ii) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by, and any rights or remedies against, all or any professional advisers now or at any time engaged in relation to the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Property and any other person, firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/ or any parent company guarantee or guarantees) together with the benefit of all sums recovered in any proceedings against all or any such persons,

provided that nothing in this Clause 3.4 shall constitute the Chargee as mortgagee in possession

3.5 Floating Charge

- (a) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges to the Chargee by way of floating charge
 - (i) the Chargor's undertaking and all its other property assets and rights whatsoever and wheresoever present and future (other than those situated in Scotland) including those expressed above as charged by way of mortgage or fixed charge or assigned to the Chargee if and to the extent that such mortgage charge or assignment may fail for any reason to operate as a legal mortgage or fixed security or charge or may otherwise be ineffective, and
 - (ii) without exception, the Chargor's undertaking and all its other property assets and rights whatsoever present and future situated in Scotland and/or enforceable by a competent court or tribunal in Scotland
- (b) The parties hereby confirm that this Debenture contains a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and accordingly that paragraph 14 shall apply to this Debenture

4. NEGATIVE PLEDGE and SECURITY OVER SHARES

- 4 1 The Chargor covenants with the Chargee that, save with the Chargee's prior written consent the Chargor will not
- (a) create nor permit to subsist any Security Interest, over the whole or any part of the Charged Property, nor
 - (b) other than with respect to the Chargor's stock in trade and work in progress which for the time being remains the subject of a floating charge hereunder, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the Charged Property or any part thereof, nor
 - (c) with respect to the Chargor's stock in trade and work in progress which for the time being remains the subject of a floating charge hereunder, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the same or any part thereof except in the ordinary course of its business on an arm's length basis, on the usual terms of trade for such a business and for the full value thereof, nor
 - (d) agree to do anything prohibited by the foregoing
- 4 2 Where the security given under this Debenture is security over the issued share capital of a corporate entity, the Chargee will exercise any rights vested in it by virtue of such security at the direction of and in the interests of the Chargor unless the Chargee wishes to exercise such rights for the purpose of preserving the value of its security or realising its security

5 CONVERSION OF FLOATING CHARGE

- 5 1 Without prejudice to any right it may otherwise have, the Chargee may by notice to the Chargor convert the floating charge contained in this Debenture into a fixed charge as regards such of the Charged Property as the Chargee may specify (whether generally or specifically) in that notice in any one or more of the following situations: (i) if the Chargee considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) if the Chargee receives notice from any source of an intention on the part of any other person to appoint an administrator of the Chargor or of any application by any person to the court for the appointment of an administrator, or (iii) on, or at any time after, this Debenture has become enforceable
- 5 2 If, without the prior written consent of the Chargee, the Chargor breaches or takes any steps with a view to breaching any provision of Clause 4 in respect of any of the Charged Property which is subject to an uncrystallised floating charge under this Debenture, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of that Charged Property, the floating charge created by this Debenture over the Charged Property to which the breach or step relates will automatically, without notice, be converted into a fixed charge as soon as that breach occurs or that step is taken
- 5 3 The Chargee shall not be entitled to convert the floating charge created by this Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

6. REPRESENTATIONS AND WARRANTIES

- 6 1 The Chargor represents and warrants to the Chargee that -
- (a) **Incorporation:**

it is a corporation duly organised and validly existing under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has full power

and all necessary governmental and other consents, approvals, licences and authorities to own its property and other assets and to carry on its business as it is being conducted,

(b) Power and Authority:

it has full power and authority to execute and deliver this Debenture and perform its obligations hereunder and this Debenture has been validly entered into by it and creates valid and legally binding obligations upon it enforceable in accordance with its terms,

(c) Authorisations and Consents:

all consents, licences, approvals and authorisations (whether corporate, official or otherwise) required by it in connection with the entry into, execution, performance, validity, enforceability and admissibility in evidence of this Debenture and the transactions contemplated hereby have been unconditionally obtained and are in full force and effect,

(d) No Contravention:

neither the execution and delivery of this Debenture nor the performance of any of its obligations hereunder do now or will

- (i) conflict with its memorandum or articles of association or other constitutional documents, or
- (ii) contravene or constitute a default under or otherwise conflict with any provision contained in any agreement, instrument, law, judgment, order, licence, permit or consent by which the Chargor or any of the assets of the Chargor is bound or affected, or
- (iii) cause any borrowing or other limitation on the Chargor or the powers of the directors or other officers of the Chargor to be exceeded, whether such limitation is imposed by or contained in any document which contains or established its constitution or in any law, order or judgment to which the Chargor is subject or any agreement or instrument by which the Chargor or any of the assets of the Chargor is bound or affected, or
- (iv) constitute a default or an event, which with giving of notice, the passage of time or the making of any determination, or any combination thereof, would constitute a default under any such agreement or instrument;

(e) Ownership of the Charged Property:

it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Debenture and the rights of the Chargor in respect of the Charged Property are free from any Security Interest of any kind (other than any Security Interest in respect of which the Chargee has provided its prior written consent),

(f) Adverse Claims:

the Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it,

(g) **Adverse Covenants:**

there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property,

(h) **No Interference in Enjoyment:**

no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use

(i) **No Overriding Interests:**

nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property;

(j) **Avoidance of Security:**

no Security Interest expressed to be created under this Debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise,

(k) **Environmental Compliance:**

the Chargor has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences,

(l) **Information for Valuations and Certificates of Title:**

- (i) all written information supplied by the Chargor or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given,
- (ii) the information referred to in paragraph (l)(i) of this Clause 6.1 was, as at its date or as at the date (if any) on which it was stated to be given, complete and the Chargor did not omit to supply any information which, if disclosed, would adversely affect the Valuation or Certificate of Title,
- (iii) in the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in paragraph (l)(i) of this Clause 6.1 was supplied and the date of this Debenture which would adversely affect such Valuation or Certificate of Title,

(m) **No Disposal:**

it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any part of the Chargor's right, title and interest in and to the Charged Property, save as previously disclosed in writing to and consented to in writing by the Chargee, or as otherwise permitted by this Debenture,

(n) **Centre of Main Interests:**

its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures is in England and Wales, and

(o) **No proceedings pending or threatened:**

no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect on the ability of the Chargor to perform any of its obligations under this Debenture have (to the best of the Chargor's knowledge and belief) been started or threatened against the Chargor

- 6 2 The representations and warranties given in Clause 6 1 are given and made on and as at the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture

7. UNDERTAKINGS BY THE CHARGOR

7 1 General Undertakings

The Chargor undertakes to the Chargee that during the continuance of the security constituted by this Debenture the Chargor shall

- (a) comply with all obligations under any present or future statute, regulation, order and instrument or under any byelaws, regulations or requirements of any competent authority and under all other approvals, licences or consents affecting the Charged Property and upon request produce to the Chargee within 2 (two) weeks of receipt every notice, order or proposal given or made in relation to the whole or any part of the Charged Property by any competent authority and either comply with the same or make such objections and representations against the same as the Chargee may require or approve,
- (b) promptly provide (or procure to be delivered) to the Chargee whatever information, documents or papers relating and/or evidencing title to the Charged Property as the Chargee may from time to time request,
- (c) keep or cause to be kept all proper books of accounts and records relating to the Chargor's business, liabilities and affairs and to the Charged Property and promptly produce the same to the Chargee on being requested so to do with reasonable notice being given, and
- (d) ensure that its centre of main interests will remain as that specified for the purposes of Clause 6 1(n)

7 2 Insurance Undertakings

The Chargor undertakes to the Chargee that during the continuance of the security constituted by this Debenture the Chargor shall

- (a) effect and maintain insurance policies in respect of all of the Charged Property in full force and effect with such insurers, in such amounts and against all such risks of loss or damage as the Chargee may from time to time require or in the absence of any such requirement as may be commercially prudent,
- (b) duly and punctually pay all premiums and other monies due and payable under or in connection with the insurance policies referred to in Clause 7 2(a) above (and promptly upon request by the Chargee, supply copies of the premium receipts or other evidence of payment) and not do or omit to do anything which may result in any such insurance policy being made void or voidable, and
- (c) ensure that the terms of each insurance policy referred to in Clause 7 2(a) above provide that the Chargee is named as first loss payee and that all claims shall be paid to the Chargee or as it may direct and that the insurance policy shall not be

invalidated as against the Chargee for failure to pay any premium without at least 21 (twenty-one) days' prior written notice being given to the Chargee, and whereby the relevant insurer agrees not to vitiate or avoid the insurance policy as a result of any misrepresentation, act or omission of any party other than the Chargee

7 3 Intellectual Property

The Chargor undertakes to the Chargee that during the continuance of the security constituted by this Debenture the Chargor shall

- (a) take all necessary action to safeguard and maintain its rights, present and future, in or relating to the Intellectual Property Rights (including the payment of all renewal fees and all steps which are necessary or desirable to maintain any applicable registrations with any appropriate registry or other government authority or body),
- (b) keep the Chargee fully informed as to the registration or requirement to renew the registration of the Intellectual Property Rights,
- (c) not use or refrain from using the Intellectual Property Rights in a way which would have an adverse effect thereon,
- (d) not permit any Intellectual Property Rights to lapse for non-payment of any renewal or other fee necessary to maintain its registration and validity or allow anything to be done or left undone the effect of which will, or may be likely to imperil or prejudice any such Intellectual Property Rights, its registration, subsistence, validity, reputation or integrity,
- (e) not use or refrain from using any of the Intellectual Property Rights in a way which would have an adverse effect thereon, including but without limitation allowing the Intellectual Property Rights to fall into disuse or to be used knowingly or permit them to be used in such a way that they are put at risk by becoming generic or by being identified as disreputable in any way,
- (f) save with the Chargee's consent not change the specification of any such Intellectual Property Rights or permit any disclaimer, condition, restriction or memorandum to be entered on the Register of Trade Marks at the UK Intellectual Property Office, or the Register of Community Trade Marks or any other applicable registry the effect of which will or is likely to detrimentally affect the value of any such Intellectual Property Rights,
- (g) not fail to continue to pursue any Intellectual Property Rights to registration or fail to take any reasonable steps necessary to ensure so far as reasonable that any trade mark application or other application is accepted for registration by the UK Intellectual Property Office or the Office for the Harmonization for the Internal Market or other applicable registry,
- (h) not, without the prior written consent of the Chargee, assign, licence, sub-licence, sever, dispose of or otherwise part with control of any Intellectual Property Rights, and
- (i) notify the Chargee promptly of any infringement or suspected infringement or any challenge which would have an adverse effect on the Intellectual Property Rights and take all steps necessary to prevent or bring an end to any such infringement and to defend any such challenge

7 4 Book debts and other debts and receivables

The Chargor undertakes to the Chargee that during the continuance of the security constituted by this Debenture the Chargor shall:

- (a) promptly realise and get in all of its debts and other monetary claims including its book debts and receivables and hold the same and the proceeds thereof on trust for the Chargee and pay or procure the payment thereof into such bank or other accounts as may be required by the Chargee, and
- (b) not without the prior consent of the Chargee sell, assign, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of or in any other manner deal with all or any of such debts, claims and proceeds except as expressly permitted under this Debenture

7 5 Real property

The Chargor undertakes to the Chargee that during the continuance of the security constituted by this Debenture the Chargor shall

- (a) promptly give notice to the Chargee of any freehold or leasehold land it may hereafter acquire and on demand by the Chargee and at the cost of the Chargor promptly execute and deliver to the Chargee a Supplemental Deed in the form set out in Schedule 3 (*Form of Supplemental Deed*) and/or such other security over such freehold or leasehold land as the Chargee may require, and
- (b) in respect of any freehold or leasehold land which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration) apply to the Chief Land Registrar for the registration of a restriction against the registered titles in the same terms as the restriction set out in Clause 18.1(a) and also give the same authorisation as is Clause 18 1(b)

7 6 Preservation of Charged Property

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Debenture

7 7 Title documents

The Chargor shall, on the execution of this Debenture, deposit with the Chargee and the Chargee shall, for the duration of this Debenture be entitled to hold

- (a) all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title), and
- (b) all the insurance policies referred to in Clause 3 4(a).

The Chargor's obligation to deposit deeds, documents and policies under this Clause 7 7 only applies to the extent that the Chargee has not consented in writing to such deeds, documents and policies being deposited with the any prior ranking chargee. Any such deeds, documents and policies shall be deposited with the Chargee promptly upon their return to the Chargor by such prior ranking existing chargeholder(s)

7 8 Notices to be given by the Chargor

The Chargor shall within five days of the execution of this Debenture

- (c) give notice to the relevant insurers of the assignment pursuant to Clause 3 4(a) of the Chargor's rights and interest in and under the Insurance, and
- (d) give notice to the bank, financial institution or other person (excluding the Chargee) with whom the Chargor has the account to which any Rent is paid of the charging to the Chargee pursuant to clause 3 2(d) of the Chargor's rights and interests in that account

The Chargor shall obtain the Chargee's prior approval of the form of any notice or acknowledgement to be used under this Clause 7 8

7 9 Repair and maintenance

The Chargor shall keep all premises and fixtures and fittings on the Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value

7 10 No alterations

7 10 1 The Chargor shall not, without the prior written consent of the Chargee

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or
- (b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with Clause 7 9)

7 10 2 The Chargor shall promptly give notice to the Chargee if the premises or fixtures or fittings forming part of the Property are destroyed or damaged

7 11 Development restrictions

The Chargor shall not, without the prior written consent of the Chargee

- (a) make or, in so far as it is able, permit others to make any application for planning permission in respect of the Property, or
- (b) carry out or permit or suffer to be carried out on the Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of the Property

7 12 Leases and licences affecting the Property

The Chargor shall not, without the prior written consent of the Chargee

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925, or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or

- (c) let any person into occupation of or share occupation of the whole or any part of the Property, or
- (d) grant any consent or licence under any lease or licence affecting the Property

7 13 No restrictive obligations

The Chargor shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property

7 14 Proprietary rights

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Chargee

7 15 Compliance with and enforcement of covenants

The Chargor shall

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed, and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

7 16 Notices or claims relating to the Property

7 16 1 The Chargor shall

- (a) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice, and
- (b) (if the Chargee so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, such objections or representations in respect of any such Notice as the Chargee may desire

7 16 2 The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law.

7 17 Payment of rent and outgoings

The Chargor shall

- (a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and

- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

7 18 Rent reviews

The Chargor

- (a) shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Chargee, agree to any change in rent to less than the open market rental value of the relevant part of the Property; and
- (b) shall not, without the prior written consent of the Chargee, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease

7 19 Environment

The Chargor shall

- (a) properly discharge all duties of care and responsibility placed upon it by Environmental Law and comply with the terms of any Environmental Licences,
- (b) observe and perform all the requirements of Environmental Law, and
- (c) apply for and obtain all Environmental Licences

7 20 Conduct of business on Property

The Chargor shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business

7 21 Inspection

The Chargor shall permit the Chargee and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice

7 22 Rent Undertakings

- (a) The Chargor shall not deal with the Rent except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rent into such account as the Chargee may direct from time to time. The Chargor shall, pending such payment in, hold all Rent upon trust for the Chargee
- (b) The Chargor agrees with the Chargee that any monies received by the Chargee under paragraph (a) of this Clause 7 22 shall not constitute the Chargee as mortgagee in possession of the Property
- (c) The Chargor shall promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment pursuant to clause 3.4(b) of the Chargor's rights and interest to the Rent and each guarantee or security in respect of the Rent

7 23 Chargee's right to perform and seek reimbursement

If the Chargor shall fail to satisfy the Chargee that it has performed any of its obligations under Clauses 7.1 to 7.22 inclusive above then the Chargee may take such steps as it considers appropriate to procure the performance of such obligations or may perform such obligations itself and make such payments as are necessary in order to do so and the Chargee shall not thereby be deemed to be a Chargee in possession and the monies expended by the Chargee shall be reimbursed by the Chargor on demand and until reimbursed shall carry interest at the Default Rate from the time of the same having been paid or incurred by the Chargee to the date of reimbursement

8. [INTENTIONALLY LEFT BLANK]

9 ENFORCEMENT

9.1 If any Event of Default shall occur then

(a) the Secured Liabilities shall become immediately due and payable at any time on demand by the Chargee, and

(b) the security constituted by this Debenture shall become immediately enforceable

9.2 At any time after the security constituted by this Debenture has become enforceable the Chargee may without further notice to the Chargor exercise the power of sale and other powers conferred by Section 101 of the Act as varied or extended by this Debenture and the restrictions contained in Section 103 of the Act and in Section 109 of the Act will not apply to this Debenture

9.3 The statutory powers of leasing and accepting surrenders of leases conferred by Sections 99 and 100 of the Act shall be exercisable by the Chargee at any time after the security constituted by this Debenture shall have become enforceable and whether or not the Chargee shall then be in possession of that part of the Charged Property proposed to be leased or surrendered and the Chargee may enter into a lease or agreement for lease at a premium and for any length of term and without any restriction on the kinds of leases and agreements for lease that the Chargee may make and without the necessity for the Chargee to comply with any restrictions imposed by or any other provisions of Sections 99 and 100 of the Act

9.4 The Chargee may at any time redeem any security over the Charged Property having priority to the security constituted by this Debenture or procure the transfer thereof to the Chargee and may settle the accounts of encumbrancers. Any accounts so settled shall be conclusive and binding on the Chargor. The Chargor shall on demand pay to the Chargee all principal monies, interest, costs, charges, losses, liabilities and expenses of and incidental to any such redemption or transfer

9.5 To the extent that the Charged Property constitutes Financial Collateral and this Debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Chargee shall have the right, at any time after the security constituted by this Debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Chargee in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this Clause 9.5 shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised investment market index or determined by such other method as the Chargee may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause 9.5 are commercially reasonable for the purposes of the Financial Collateral Regulations

10. APPOINTMENT AND POWERS OF A RECEIVER

- 10 1 At any time after the security constituted by this Debenture has become enforceable or if requested by the Chargor, the Chargee may without further notice to the Chargor appoint by writing one or more persons to be a Receiver of all or any part of the Charged Property
- 10 2 Where more than one Receiver is appointed, they shall have power to act separately unless the Chargee shall otherwise specify in the appointment. The Chargee may remove (and may subsequently replace) any Receiver from all or any of the Charged Property of which he is the Receiver and also determine the remuneration of the Receiver from time to time
- 10 3 The Receiver shall be the Chargor's agent (and the Chargor shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation, after which he shall act as principal and shall not become the Chargee's agent
- 10 4 A Receiver appointed as aforesaid shall (subject to any limitations or restrictions expressed in the deed pursuant to which he is appointed) have the following powers in addition to his powers under the Act and any other powers conferred on him by law -
- (a) to take possession of collect and get in the Charged Property in respect of which he was appointed,
 - (b) to carry on or concur in carrying on the business of the Chargor and raise money from the Chargee and others without security or on the security of all or any of the Charged Property in respect of which he was appointed,
 - (c) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking with or without modification of any project in which the Chargor was concerned or interested prior to his appointment being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land,
 - (d) to sell or concur in selling, leasing or otherwise disposing of the whole or any part of the Charged Property in respect of which he was appointed,
 - (e) to carry out any sale lease or other disposal of the whole or any part of the Charged Property in respect of which he was appointed by conveying transferring assigning or leasing in the name of the Chargor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Chargor,
 - (f) to take any such proceedings as he shall think fit in respect of the Charged Property in respect of which he was appointed in the name of the Chargor or otherwise including proceedings for recovery of rent or other monies in arrears at the date of his appointment,
 - (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
 - (h) to insure the Charged Property in respect of which he was appointed as he shall think fit or as the Chargee shall direct and renew any insurances,
 - (i) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit including without prejudice to the generality of the foregoing power to employ his partners and firms,

- (j) to operate any rent review clause in respect of any Charged Property in respect of which he was appointed or any part thereof and to apply for any new or extended lease, and
- (k) to do all such other things as may seem to him to be incidental or conducive to any other power vested in him by this Debenture or to the realisation of the security constituted by this Debenture
- 10 5 In making any sale or other disposal in the exercise of their respective powers the Receiver or the Chargee may accept as and by way of consideration for such sale or other disposal cash, shares, loan capital or other obligations including, without limitation, consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver shall *ipso facto* be and become charged with the payment of the Secured Liabilities Any contract for any such sale or other disposal by the Receiver or the Chargee may contain conditions excluding or restricting the personal liability of the Receiver and the Chargee
- 10 6 Only monies actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Chargee in satisfaction thereof
- 10 7 All or any of the powers, authorities and discretions which are conferred by this Debenture either expressly or impliedly by or upon a Receiver may be exercised by the Chargee in relation to the whole of the Charged Property or any part thereof and notwithstanding the appointment of a Receiver of such property or any part of it
- 11. APPOINTMENT OF AN ADMINISTRATOR**
- 11 1 At any time after the security constituted by this Debenture has become enforceable, the Chargee may appoint one or more persons to be an Administrator of the Chargor
- 11 2 Where any such appointment is made at a time when an Administrator continues in office, the Administrator shall act jointly with the Administrator previously appointed under this Debenture
- 11 3 Every such appointment shall take effect at the time and in the manner specified by the Insolvency Act 1986
- 11 4 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Administrators of the same assets or income, such Administrators may act jointly or concurrently so that each one of such Administrators shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the functions conferred on an Administrator by the Insolvency Act 1986.
- 11 5 Every such instrument or deed of appointment, and every delegation or appointment by the Chargee in the exercise of any right to delegate its powers herein contained, may be made in writing under the hand of any manager or other officer of the Chargee
- 11.6 Every Administrator shall have all the powers of an administrator under the Insolvency Act 1986
- 11.7 In exercising his functions under this Debenture and under the Insolvency Act 1986, the Administrator acts as agent of the Chargor and not as agent of the Chargee
- 11 8 Every Administrator shall be entitled to remuneration for his services in the manner fixed by or pursuant to the Insolvency Act 1986 or the Insolvency Rules 1986
- 12. APPLICATION OF MONIES**

Save as otherwise required by law, all monies received pursuant to this Debenture shall be applied for the following purposes and in the following order

- 12.1 in payment of all costs, fees, taxes, charges and expenses of and incidental to the appointment of any Receiver and the exercise of all or any of the powers aforesaid and of all outgoings properly paid by him,
- 12.2 in payment of remuneration to any Receiver at such rate as may be agreed between him and the Chargee,
- 12.3 in or towards payment of any person whose right to payment therefrom ranks ahead of the Chargee,
- 12.4 in or towards payment to the Chargee of the Secured Liabilities in such order as the Chargee elects in its absolute discretion, and
- 12.5 the balance (if any) will be applied as required by law

13. CONSOLIDATION OF ACCOUNTS AND SET-OFF

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Chargee shall have the right at any time and without notice to the Chargor (as well before as after any demand under this Debenture or otherwise) to combine or consolidate all or any of the then existing accounts (including accounts in the name of the Chargee) with and liabilities to the Chargee of the Chargor and/or set off or transfer any sum or sums standing to the credit of any one or more of such accounts of the Chargor with the Chargee (whether current or otherwise or subject to notice) and liability to the Chargor of the Chargee in or towards satisfaction of the liability of the Chargor to the Chargee hereunder on any other account or in any other respect. The liabilities referred to in this Clause may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this Clause may be denominated in any currency. If the accounts, sums or liabilities are in different currencies, the Chargee may convert any such accounts, sums or liabilities at a market rate of exchange in its usual course of business for the purpose of the set-off.

14. PROTECTION OF THIRD PARTIES

No purchaser mortgagee or other person dealing with the Chargee or any Receiver appointed by the Chargee shall be concerned to enquire whether the Secured Liabilities have become payable or the security constituted by this Debenture has become enforceable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or Receiver. All the protection for purchasers contained in Sections 104 and 107 of the Act shall apply to any person purchasing from or dealing with the Chargee or the Receiver as if the Secured Liabilities had become due and the statutory powers of sale in relation to the Charged Property had arisen on the date of this Debenture.

15. NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Chargee nor the Receiver is, by virtue of entering into possession of any of the Charged Property or by virtue of exercising any power given to them under this Debenture or at law, liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Chargee or the Receiver arising under this Debenture, nor for any act, default, neglect or misconduct of any nature whatsoever.

16. CONTINUING SECURITY

This Debenture shall be a continuing security until discharged by the Chargee and shall not be considered satisfied or discharged by any intermediate payment of the whole or any part of the Secured Liabilities and shall extend to cover the balance for the time being due from the Chargor to the Chargee

17 COSTS

The Chargor shall promptly on demand pay to the Chargee or the Receiver (as the case may be) and discharge the amount of all costs and expenses (including legal fees) which the Chargee or Receiver incurs on a full and unlimited indemnity basis in connection with

- 17 1 the preparation, negotiation, execution and delivery of this Debenture,
- 17 2 any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Debenture,
- 17 3 any discharge or release of this Debenture,
- 17 4 the preservation or exercise (or attempted preservation or exercise) and/or the enforcement (or attempted enforcement) of any rights under or in connection with this Debenture;
- 17 5 any stamping or registration of this Debenture or any transfer of Charged Property pursuant to this Debenture,
- 17 6 monitoring the performance (financial or otherwise) of any group company; and
- 17 7 dealing with or obtaining advice about any matter or question arising out of or in connection with the Debenture,

together with interest thereon at the Default Rate from the date of demand (or if earlier the date of payment by the Chargee or Receiver) until the date of payment by the Chargor whether before or after and notwithstanding judgment

18 FURTHER ASSURANCE

- 18 1 The Chargor hereby

- (a) applies to the Chief Land Registrar for the registration against the registered titles of the Property (as specified in Schedules 1 and 2) of a restriction in the following terms

"no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor of the registered estate for the time being of the Debenture dated _____ in favour of Goodmans Capital Investments Limited referred to in the Charges Register or, if appropriate, signed on such proprietor's behalf by its secretary or its conveyancer"

- (b) authorises the Chargee and/or any solicitors or other agent acting on behalf of the Chargee to complete, execute on the Chargor's behalf and deliver to the Land Registry any form (including Land Registry form RX1) document or other information requested by the Land Registry in such regard

- 18 2 If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Chargee
- 18 3 Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the Property, the Chargor shall immediately provide the Chargee with full particulars of

the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this legal mortgage, the Chargor shall immediately and at its own expense take such steps as the Chargee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

18.4 The Chargor shall, at the request of the Chargee and at the expense of the Chargor, immediately do all acts and things and execute in favour of the Chargee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Chargee may require, in such form as the Chargee may require, in order to

(a) perfect or improve the security intended to be conferred on the Chargee by or pursuant to this Debenture, or

(b) facilitate the realisation of all or any of the Charged Property and exercise all of the rights and powers conferred on the Chargee, any Receiver, any Administrator or any delegate for the purpose of such realisation or in connection with such realisation.

18.5 The obligations of the Chargor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

18.6 The Chargor shall immediately after the execution of this Debenture (or upon becoming possessed thereof at any time hereafter) deposit with the Chargee all deeds, certificates and other documents constituting or evidencing title to its real property comprised within the Charged Property or any part thereof and to any of the assets and rights charged under Clause 3.3(e). The Chargor's obligation to deposit deeds, certificates and other documents under this Clause 18.6 only applies to the extent that such deeds, certificates and other documents have not already been deposited with a prior ranking existing chargeholder. Any such deeds, certificates and other documents shall be deposited with the Chargee promptly upon their return to the Chargor by such prior ranking existing chargeholder.

19 POWER OF ATTORNEY

19.1 The Chargor by way of security irrevocably appoints the Chargee, any person authorised in writing by or on behalf of the Chargee and any Receiver appointed by the Chargee jointly and severally to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments transfers renunciations proxies notices documents acts and things which the Chargor may or ought to do under the covenants and provisions contained in this Debenture and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Debenture or by the Act on the Chargee, the Receiver or any substitute or delegate (as the case may be) and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities or discretions conferred on the Chargee or the Receiver pursuant to this Debenture.

19.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 19.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Chargee under this Charge.

19.3 The Chargor undertakes to procure that all registered holders from time to time of any of the Charged Property shall immediately grant the Chargee, any person authorised in writing by or on behalf of the Chargee and any Receiver appointed by the Chargee a power of attorney on the terms set out in Clause 19.1 in respect of such Charged Property.

20 NOTICES

- 20 1 All notices, demands or other communications to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter
- 20 2 Any communication or document to be made or delivered pursuant to this Debenture shall (unless that other person has by fifteen days' written notice to the other specified another address or another person for whose attention the communication or document should be marked) be made or delivered to the addresses specified in this Debenture and shall be deemed to have been made or delivered when (in the case of a facsimile transmission) it is received legibly and in full by the recipient or (in the case of any communication made by letter) when left at the relevant address or (as the case may be) two days after being deposited in the post first class prepaid in an envelope addressed to the relevant address.

21. SUSPENSE ACCOUNT

The Chargee may hold in a suspense account on whatever terms the Chargee may think fit all monies received, recovered or realised by the Chargee pursuant to this Debenture until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

22. AVOIDANCE OF PAYMENTS

- 22 1 No assurance security or payment which may be avoided or adjusted under any enactment relating to insolvency under Sections 238-245 of the Insolvency Act 1986 or otherwise or under similar legislation binding on the Chargor in a jurisdiction other than England and Wales and no release settlement or discharge given or made by the Chargee on the faith of any such assurance security or payment shall prejudice or affect the right of the Chargee to recover the Secured Liabilities from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Debenture to the full extent of the Secured Liabilities
- 22 2 Following any discharge of the Chargor made by the Chargee in reliance on a payment or security document given by another person the Chargee may retain the security constituted by this Debenture until the expiry of the maximum period within which such payment or security document can be avoided, reduced or invalidated for any reason if the Chargee reasonably considers that such other person is likely to go into administration or liquidation within such period provided that if such other person goes into liquidation or administration within that period the Chargee may retain the security constituted by this Debenture for as long as it thinks fit

23 ASSIGNMENTS AND TRANSFERS

- 23 1 This Debenture shall bind and enure to the benefit of the successors and assigns of the Chargee
- 23 2 The Chargee may at any time assign, transfer, novate or dispose of any of its rights and obligations under this Debenture
- 23 3 The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Debenture
- 23 4 The Chargee may disclose to any potential assignee or transferee of all or any part of its rights or obligations under this Debenture or to any person who may otherwise enter into contractual relations with the Chargee in relation to this Debenture, such information about the Charged Property or the Chargor and/or its related entities as the Chargee thinks fit

24. NEW ACCOUNTS

If the Chargee receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent charge or other interest affecting any Charged Property and/or the related proceeds of sale or any part thereof the Chargee may open a new account or accounts for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account. If the Chargee does not in fact open any such new account then the Chargee shall nevertheless be treated as if it had done so at the time it received such notice. As from that time unless the Chargee shall notify the Chargor otherwise all payments by or on behalf of the Chargor to the Chargee shall be credited, or treated as having been credited, to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

25 MISCELLANEOUS

25.1 Rights cumulative

The Chargee's rights under this Debenture are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient.

25.2 Partial invalidity

If at any time any provision of this Debenture or any charge contained in this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions or charges nor the legality, validity or enforceability of such provision or charge under the law of any other jurisdiction will in any way be affected or impaired.

25.3 Additional Security

- (a) The security constituted by this Debenture shall be in addition to and shall not be prejudiced, determined or affected by nor operate so as in any way to determine prejudice or affect any other security which the Chargee may now or at any time in the future hold for or in respect of the Secured Liabilities or any part of them.
- (b) The Chargee will not be bound to enforce any other security which the Chargee may now or at any time in the future hold for or in respect of the Secured Liabilities or any part of them before enforcing the security created by this Debenture.
- (c) Section 93 of the Act shall not apply to this Debenture.

25.4 Remedies and waivers

No failure to exercise nor any delay in exercising by the Chargee any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy.

25.5 Calculations, certifications and demands

- (a) Any statement, certificate or determination of the Chargee as to the Secured Liabilities or without limitation any other matter provided for in this Debenture shall in the absence of manifest error be conclusive and binding on the Chargor.
- (b) Any demand for payment made under this Debenture or otherwise shall be valid and effective notwithstanding that the demand may contain an inaccurate or incomplete statement of the Secured Liabilities.

25.6 Counterparts

This Debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

25.7 Waiver of immunity

Subject to applicable law, the Chargor waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of

- (a) the giving of any relief by way of injunction or for the recovery of assets or revenues, and
- (b) the issue of any process against its assets or revenues for the enforcement of a judgment or for the arrest, detention or sale of any of its assets and revenues

26. GOVERNING LAW AND JURISDICTION

This Debenture, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed for all purposes in accordance with the laws of England and Wales, and the parties hereto submit to the jurisdiction of the English courts to hear any suit or action arising hereunder (including non-contractual disputes or claims)

IN WITNESS of which this Debenture has been executed and delivered by the Chargor as a Deed and signed by the Chargee on the date stated above

SCHEDULE 1

The Freehold Property

Address or description	Title Number at Land Registry

SCHEDULE 2

The Leasehold Property

Address or description	Title Number at Land Registry

SCHEDULE 3

Form of Supplemental Deed

THIS DEED is made the day of 200[]

BETWEEN:

(1) [] (the "Chargor"), and

(2) [] (the "Chargee")

RECITALS:

- (A) Pursuant to Clause 7.5 (*Real Property*) in a debenture dated _____ and made between the Chargor and the Chargee (the "**Debenture**"), the Chargor has agreed to grant this Supplemental Deed
- (B) This document is the deed of the Chargor, even if it has not been duly executed by the Chargee or has been executed by the Chargee but not as a deed
- (C) The Chargor has completed the purchase of the property as described in the schedule hereto (the "**New Property**")
- (D) This Deed is supplemental to the Debenture
- (E) Words and expressions defined in the Debenture shall unless otherwise specified bear their defined meanings when used in this Deed

THIS DEED WITNESSES as follows

- 1 With effect from the date of execution of this Deed, the Chargor with full title guarantee hereby charges to the Chargee by way of legal mortgage all its rights and interests in the New Property in accordance with Clause 3 of the Debenture and accordingly references in the Debenture to the "**Property**" shall be deemed to include references to the New Property
- 2 The Chargor hereby consents to and agrees with the Chargee to be bound by the terms and conditions of the Debenture as if the New Property had been part of the Property at the date of execution of this Deed
- 3 From the date of execution of this Deed, [Schedule 1 (*The Freehold Property*)]/[Schedule 2 (*The Leasehold Property*)] to the Debenture shall be amended to include the details of the New Property as follows "[Property Description]" In all other respects, the Debenture shall remain unaltered and in full force and effect
- 4 This Deed is given in favour of the Chargee and its respective successors, transferees and assigns
- 5 This Deed shall be governed by and construed in accordance with English law

IN WITNESS whereof this Deed has been executed and delivered by the Chargor as a Deed and signed by the Chargee on the date stated above

EXECUTION of SUPPLEMENTAL DEED

Execution by the Chargor:

EXECUTED AS A DEED by

[]

By _____

Name

Title

In the presence of

Name

Address

Occupation

Execution by the Chargee:

EXECUTED AS A DEED by

[]

By _____

Name:

Title

In the presence of

Name







Address











Occupation






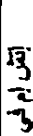
SCHEDULE 4







Intellectual Property






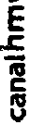

Part 1. Trade Marks

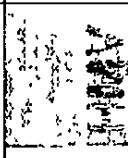

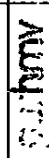

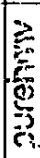

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
African Intellectual Property Organisation		HMV	09, 16	32433	18/06/1992
African Intellectual Property Organisation		LA VOIX DE SON MAITRE Dog & Gramophone device	09, 16	32430	18/06/1992
African Intellectual Property Organisation		LA VOIX DE SON MAITRE Dog & Gramophone device	09	521	15/07/1964
Albania		Dogs & Gramophone device	09	75743	16/09/1963
Albania		HIS MASTERS VOICE	09	75733	16/09/1963
Albania		HIS MASTERS VOICE Dog & Gramophone device	08	75793	16/09/1963
Algeria		LA VOIX DE SON MAITRE Dog & Gramophone device	09	47732	05/08/1964
Andorra		HIS MASTERS VOICE Dog & Gramophone device	09	10687 (Previously recorded as 20216)	20/04/1998
Andorra		HMV	09	10565 (previously)	18/03/1998



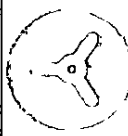




Jurisdiction	Device	Title	Classes	Application or Registration Number recorded as 20215)	Filing Date
Armenia		HIS MASTERS VOICE Dog & Gramophone device	09	4251	07/11/1997
Australia		Dog & Gramophone device	09	293094	22/12/1975
Australia		Dog & Gramophone device	09	395	02/07/1906
Australia		Dog & Gramophone roundel device	09,16,28,35, 38	1063782	07/07/2005
Australia		Dog & Gramophone silhouette device	42	510998	18/05/1989
Australia		Dog Device	42	511000	18/05/1989
Australia		HIS MASTER'S VOICE	09	10434	31/12/1910
Australia		HIS MASTERS VOICE Dog & Gramophone device	09,41,42	837288	31/05/2000
Australia		HIS MASTERS VOICE Dog & Gramophone device	16	195487	22/06/1965
Australia		HMV	09, 11, 16, 25, 28, 35, 38, 41, 42,	App 1634579	16/07/2014








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Australia		HMV	43, 45		
Australia		HMV	09	528598	09/02/1990
Australia		HMV	35	795065	24/05/1999
		HMV Dog & Gramophone silhouette device	42	488660	09/06/1988
Australia		HMV Dog & Gramophone silhouette device	42	559911	18/07/1991
Australia		HMV stylised (colour)	09, 16, 28, 35, 38	1063783	07/07/2005
Australia		NIPPER	42	510999	18/05/1989
Australia		TOP DOG	35	818611	24/12/1999
Austria		DIE STIMME SEINES HERRN Dog & Gramophone device	09	22261	01/02/1951
Austria		Dog & Gramophone device	09, 16	164958	26/03/1996
Austria		HIS MASTER'S VOICE	09, 16	164957	26/03/1996
Azerbaijan		HMV	42	981043	
Bahrain		DOG & GRAMOPHONE Device	35	App 95408	30/12/2012
Bahrain		HMV	35	App 95407	30/12/2012
Bahrain		HMV Stylised	35	App 108504	10/03/2015
Bahrain		HMV Transliteration	35	App 108503	10/03/2015








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Bangladesh		HIS MASTERS VOICE Dog & Gramophone device	09	580	28/02/1949
Bangladesh		HMV	35	App 156010	18/07/2012
Bangladesh		HMV	09	579	28/02/1949
Belarus		HIS MASTERS VOICE Dog & Gramophone device	09, 42	8162	05/12/1994
Belarus		HIS MASTERS VOICE Dog & Gramophone device	09, 42	13549	26/05/1998
Belarus		HMV	42	7162	21/12/1994
Belarus		HMV	09	12077	14/10/1997
Benelux		Dog & Gramophone device	16	589874	15/03/1996
Benelux		HIS MASTER'S VOICE	16	592557	15/03/1996
Benelux		HIS MASTERS VOICE Dog & Gramophone device	21	424440	19/11/1986
Bermuda		HIS MASTERS VOICE Dog & Gramophone device	09	422	23/06/1952
Bosnia & Herzegovina		HMV	09	BAZ972423	29/10/1997
Brazil		HMV	40	816713588	25/01/1994




Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
British Virgin Islands		DOG & GRAMOPHONE Device	35	App	
British Virgin Islands		HMV	35	App	
British Virgin Islands		HMV Stylised	35	App	
Brunei Darussalam		HIS MASTERS VOICE Dog & Gramophone device	09	BRU/119	08/10/1956
Brunei Darussalam		HMV	09	BRU/768	08/10/1957
Cambodia		HIS MASTERS VOICE Dog & Gramophone device	09	4203	01/03/1994
Cambodia		HMV	35	App 47422	17/08/2012
Cambodia		HMV	09	4207	01/03/1994
Canada				App 1662939	07/02/2014
Canada		CANAL HMV & Design		TMA770388 (1385225)	27/02/2008
Canada		CHANNEL HMV & Design		TMA769860 (1385194)	27/02/2008
Canada		COOL STUFF MONEY CAN'T BUT		TMA824710 (1473454)	17/03/2010
Canada		DES EXTRAS QUI NE S'ACHÈTENT PAS		TMA791191 (1473455)	17/03/2010
Canada		FANS GET IT		App 1662940	07/02/2014







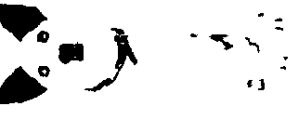
Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Canada		HMV		TMA351924 (0597574)	18/12/1987
Canada		HMV Stylised		TMA363340 (0610464)	27/06/1988
Canada		HMV stylised		TMA363739 (0610463)	27/06/1988
Canada	HMV	HMV Stylised		TMA774857 (1295577)	28/03/2006
Canada	hmv	HMV Stylised		TMA825721 (1442352)	22/06/2009
Canada		HMV THE MUSIC EXPERTS		TMA518700 (0652538)	06/03/1990
Canada		PENSEZ ILLIMITÉ		App 1641478	29/08/2013
Canada		PUR		App 1662941	07/02/2014
Canada		PUR HMV		TMA819870 (1473450)	17/03/2010
Canada		PUR HMV Stylised		TMA819872 (1473457)	17/03/2010
Canada		PURE		App 1662923	07/02/2014
Canada		PURE Design		App 1662925	07/02/2014
Canada		PURE HMV		TMA819869 (1473449)	17/03/2010
Canada		PURE HMV Stylised		TMA819871 (1473456)	17/03/2010
Canada		PURE ILLIMITÉ		App 1641476	29/08/2013
Canada		PURE ILLIMITÉ Design		App 1641475	29/08/2013









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Canada		PURE UNLIMITED Design		App 1641471	29/08/2013
Canada		THE VAULT		TMA898318	09/03/2012
Canada		THE VAULT (Stylised)		TMA898304	09/03/2012
Canada		THINK UNLIMITED		App 1641477	29/08/2013
Canada		VAULT Device		TMA898271	29/08/2012
China		DOG Device	35	7921768	17/12/2009
China		HMV	39	853949	12/08/1994
China		HMV	25	1308498	19/06/1998
China		HMV	16	1315477	01/07/1998
China		HMV	35	1339908	28/11/1999
China		HMV (Stylised B&W)	09	6566983	27/02/2008
China		HMV (Stylised B&W)	38	6566981	27/02/2008
China		HMV (Stylised B&W)	35	6566982	27/02/2008
China		HMV Stylised	35	7921767	17/12/2009









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Croatia		HIS MASTERS VOICE Dog & Gramophone device	09	940954	18/04/1994
Croatia		HMV	09	940953	18/04/1994
Cyprus		Dog & Gramophone silhouette device	36	43101	19/07/1995
Cyprus		HIS MASTERS VOICE Dog & Gramophone device	08,09	2187A	03/06/1946
Czech Republic		Dog Picture and words Hlas Jeho Pana (Czech words 'His Master's Voice') ¹⁾ "	09	94101	01/07/1939
Czech Republic		HIS MASTER'S VOICE	09	96109	19/04/1947
Czech Republic		HIS MASTERS VOICE Dog & Gramophone device	09	94970	10/02/1920
Czech Republic		HLAS JEHO PANA	09	94100	01/07/1939
Denmark		Dog & Gramophone device	16	05975/1996	14/03/1996
Denmark		HIS MASTER'S VOICE	16	02560/1996	18/03/1996
Denmark		SIN HERRES STEMME Dog & Gramophone device	09	VR 1923 00703	31/07/1923





Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Dominica		DOG & GRAMOPHONE Device	08	244/1953	Unknown
Egypt		HIS MASTERS VOICE Dog & Gramophone device	09	4916	19/01/1941
Egypt	صوت سيد	HIS MASTERS VOICE translation in Arabic	09	32344	22/07/1956
Egypt	صوت سيد	HIS MASTER'S VOICE Transliteration	09	32343	22/07/1956
Estonia		HIS MASTERS VOICE Dog & Gramophone device	42	20443	19/10/1994
Estonia		HMV	42	22662	19/10/1994
Estonia		HMV	09	28155	07/10/1997
European Community		DOG & GRAMOPHONE Device	09, 16, 25, 28, 35, 36, 38, 41, 42, 43, 45	008741415	08/12/2009
European Community		Dog & Gramophone device	06, 09, 16, 18, 21, 25	3084225	11/02/2003
European Community		DOG & GRAMOPHONE Device 2012	09, 16, 25, 28, 35, 36, 38, 41, 42, 43, 45	011230091	08/01/2013
European Community		Dog & Gramophone roundel device	09, 16, 28, 35, 38	004530151	07/07/2005








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
European Community		Dog & Gramophone roundel device (colour)	09, 16, 28, 35, 38	004530176	07/07/2005
European Community		Dog & Gramophone silhouette device	09, 16, 25	1179316	20/05/1999
European Community		DOG AND GRAMOPHONE	03, 06, 08, 14, 15, 16, 18, 21, 25, 28, 29, 30, 32, 33, 35, 38, 39, 41, 42, 43, 44	3051497	11/02/2003
European Community		FOPP	09, 15, 16, 20, 25, 32, 35	002159861	02/04/2001
European Community		FOPP Red Splatt (device)	06, 09, 14, 15, 16, 18, 25, 28, 35, 38, 41, 42, 43	004919908	22/02/2006
European Community	Word	GET CLOSER	28, 35, 36, 42, 43, 45	007347446	27/04/2007
European Community		HIS MASTER'S VOICE	06, 09, 16, 18, 21, 25	003051471	11/02/2003
European Community		HMV	09, 16, 25	001190669	20/05/1999
European Community		HMV	03, 06, 08, 09, 14, 15, 16, 18, 21, 25, 28, 29, 30, 32, 33,	003051489	11/02/2003








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
			35, 38, 39, 41, 42, 43, 44		
European Community		HMV Dog & Gramophone roundel device	09, 16, 28, 35, 38	004527891	07/07/2005
European Community		HMV Dog & Gramophone roundel device (colour)	09, 16, 28, 35, 38	004527925	07/07/2005
European Community		HMV Stylised (black)	09, 16, 25, 28, 35, 36, 38, 41, 42, 43, 45	008741621	08/12/2009
European Community		HMV Stylised (colour)	09, 16, 25, 28, 35, 36, 38, 41, 42, 43, 45	008741622	08/12/2009
European Community		OUR PRICE	35	App 013797106	03/03/2015
European Community		OUR PRICE Stylised	35	App 013787131	03/03/2015
European Community		OUR PRICE Stylised	35	008588981	01/10/2009
European Community		Sitting dog device	09, 16, 28, 35, 38	004540431	13/07/2005
European Community		TOP DOG	03, 09, 14, 16, 18, 25,	008182537	26/03/2009

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
			26		
Fiji		HIS MASTERS VOICE Dog & Gramophone device	09	9798	12/08/1919
Finland		Dog & Gramophone device	16	204151	28/03/1996
Finland		HIS MASTER'S VOICE	16	204152	28/03/1996
France		Dog & Gramophone device	16	96/617993	27/03/1996
France		HIS MASTERS VOICE Dog & Gramophone device	21	1386898	29/12/1986
France		LA VOIX DE SON MAITRE Dog & Gramophone device	07	1253276	02/12/1953
France		LA VOIX DE SON MAITRE stylised	07	1253277	02/12/1953
Gambia		Dog & Gramophone device	09	263	23/01/1919
Gambia		HIS MASTER'S VOICE	08	261	23/01/1919
Georgia		HIS MASTERS VOICE Dog & Gramophone device	09,42	10496	02/12/1994
Georgia		HMV	42	7740	02/12/1994
Georgia		HMV	09	10913	14/11/1997









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Germany		HIS MASTERS VOICE Dog & Gramophone device	21	1111434	21/11/1986
Ghana		Dog & Gramophone device	09	534	15/11/1918
Gibraltar		HIS MASTERS VOICE Dog & Gramophone device	09	1212	22/06/1953
Greece		Dog & Gramophone device	16	129123	24/04/1996
Greece		HIS MASTER'S VOICE	16	129124	24/04/1996
Guernsey		Dog & Gramophone roundel device (series of 2)	09,16,25,28,35,38	GT6085	13/11/2006
					
Guernsey		Dog device (series of 3)	09,16,25,28,35,38	GT6086	13/11/2006
Guernsey		HIS MASTER'S VOICE Dog & Gramophone device	08	GT1189	22/06/1957









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Guernsey		HMV DIGITAL roundel device (series of 3)	09,16,25,28, 35,38	GT6081	13/11/2006
Guernsey		HMV Dog & Gramophone Roundel device (series of 2)	09,16,25,28, 35,38	GT6083	13/11/2006
Guernsey		HMV stylised (series of 2)	09,16,25,28, 35,38	GT6082	13/11/2006
Guernsey		Nipper computer mouse device (series of 3)	09,16,25,28, 35,38	GT6084	13/11/2006








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Guyana		HIS MASTERS VOICE Dog & Gramophone device	08	3324C	24/10/1949
Hong Kong		HMV	35	1998B08090	06/06/1997
Hong Kong		HMV Stylised (Series of 4)	09, 16, 25, 28, 35, 36, 41, 42, 43, 45	301187019	21/08/2008
Hong Kong					
Hong Kong		THE MUSIC & MOVIE MASTER Device (series of 2)	16, 18, 35, 41	300012103	29/04/2003
Hong Kong		TOP DOG	09, 28, 35	300061325	11/08/2003
Hungary		Dog & Gramophone device	16	150196	26/03/1996
Hungary		HIS MASTER'S VOICE	16	149082	26/03/1996
Hungary		HIS MASTERS VOICE Dog & Gramophone device	09	113799	05/03/1931
Iceland					
Iceland		HIS MASTERS VOICE Dog & Gramophone device	09	1171947	23/08/1947
Iceland		HMV	09	34/1954	25/01/1954







Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
India		Dog & Gramophone device	35, 38, 41, 42	App 1238752	22/09/2003
India		DOG & GRAMOPHONE Device	09, 16, 25, 28, 35, 38, 41, 42	App 1755714	19/11/2008
India		Dog device	09	173807	03/04/1956
India	 	dog roundel device (series of 2)	09, 16, 25, 28, 35, 38, 41, 43	1529699	09/02/2007
India		HIS MASTER'S VOICE	35, 38, 41, 42	App 1238753	22/09/2003
India		HIS MASTER'S VOICE	09	11713	05/02/1943
India		HIS MASTER'S VOICE Dog & Gramophone device	09	11714	05/02/1943
India		HIS MASTERS VOICE Dog & Gramophone device	09	771960	15/10/1997
India		HMV	35, 38, 41, 42	794178 (App 1238754)	22/09/2003









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
India		HMV	09	11715	05/02/1943
India		HMV	09	771961	15/10/1997
India	HMV HMV HMV	HMV (series of 3)	09, 16, 25, 28, 35, 38, 41, 43	1529697	09/02/2007
India	HMV				
India	HMV	HMV Dog & Gramophone roundel device (series of 2)	09, 16, 25, 28, 35, 38, 41, 43	App 1529698	09/02/2007
	HMV				
India	HMV	HMV Dog & Gramophone roundel device (series of 2)	09, 16, 28, 35, 38	1370007	07/07/2005
	HMV				
India	HMV	HMV Stylised (Series of 5)	09, 16, 25, 28, 35, 38, 41, 42	1749183	30/10/2008
	HMV				
Indonesia	hmv	HIS MASTERS VOICE Dog & Gramophone device	09	IDM000243895	12/02/1960
	hmv				
Indonesia		HMV	35	IDM000296703	11/02/2008
Indonesia		HMV	09	IDM000247239	14/03/1956







Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Iran		HIS MASTERS VOICE Dog & Gramophone device	09	866	03/03/1930
Israel		HIS MASTERS VOICE Dog & Gramophone device	09	181137	07/06/2005
Italy		Dog & Gramophone device	16	749868	14/05/1996
Italy		LA VOCE DEL PADRONE	16	749869	14/05/1996
Jersey		HIS MASTERS VOICE Dog & Gramophone device	09	404	22/06/1947
Jersey		HMV	07,09,11	8612	26/05/2005
Jordan		Dog & Gramophone device	09	160	09/05/1951
Jordan		HIS MASTER'S VOICE	09	161	09/05/1951
Jordan		HIS MASTERS VOICE Dog & Gramophone device	07	158	09/05/1951
Jordan		HIS MASTERS VOICE Dog & Gramophone device	09	159	09/05/1951
Jordan		HIS MASTERS VOICE Dog & Gramophone device	11	157	09/05/1951









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Jordan		HIS MASTERS VOICE Dog & Gramophone device	09,41,42	80735	12/07/2005
Kazakhstan		HIS MASTERS VOICE Dog & Gramophone device	09,42	5492	24/11/1994
Kazakhstan		HMV	42	5493	24/11/1994
Kenya		HIS MASTERS VOICE Dog & Gramophone device	09	57618	07/07/2005
Kiribati		HIS MASTER'S VOICE	09	285	10/07/1963
Kosovo		HIS MASTER'S VOICE and gramophone device	09	4087/2011	26/09/2008
Kosovo		HMV	09	4088/2011	26/09/2008
Kuwait		DOG & GRAMOPHONE Device	35	APP 134668	12/11/2012
Kuwait		Dog & Gramophone device	00,09	1524	11/12/1963
Kuwait		HIS MASTER'S VOICE	09	1539	28/12/1963
Kuwait		HMV	35	APP 134669	12/11/2012
Kuwait		HMV	00,09	1522	11/12/1963
Kuwait		HMV Stylised	35	App 165086	02/03/2015
Kuwait		HMV Transliteration	35	App 165086	02/03/2015








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Kyrgyzstan		HIS MASTERS VOICE Dog & Gramophone device	09, 42	3207	13/12/1994
Kyrgyzstan		HMV	35	11994	03/08/2012
Kyrgyzstan		HMV	09, 42	3204	13/12/1994
Laos		HMV	35	App 27139	20/08/2012
Latvia		HIS MASTERS VOICE Dog & Gramophone device	09	36742	20/04/1997
Lebanon		HIS MASTERS VOICE Dog & Gramophone device	09	93026	25/01/1943
Lebanon		HMV Transliteration	35	165307	
Lesotho		HIS MASTERS VOICE Dog & Gramophone device	09	LS/M/93/00619	06/10/1953
Liberia		HIS MASTERS VOICE Dog & Gramophone device	09	00078/2010	21/03/1920
Liechtenstein		HIS MASTERS VOICE Dog & Gramophone device	09	345	24/10/1953
Macau		HMV	35	App 67753	








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Macedonia		HIS MASTERS VOICE Dog & Gramophone device	09	5463	09/08/1994
Macedonia		HMV	09	5306	09/08/1994
Malaysia		Dog & Gramophone device	16	96/04093	19/04/1996
Malaysia		HIS MASTER'S VOICE	16	96/04094	19/04/1996
Malaysia		HIS MASTERS VOICE Dog & Gramophone device	09	M/03036	19/01/1947
Malaysia		HIS MASTERS VOICE Dog & Gramophone device	09	7553	12/06/2000
Malaysia		HIS MASTERS VOICE Dog & Gramophone device	41	2000/07551	12/06/2000
Malaysia		HIS MASTERS VOICE Dog & Gramophone device	42	2000/07552	12/06/2000
Malaysia		HMV	35	8001434	24/01/2008
Malaysia		HMV	09	M/032641	15/12/1959
Malaysia		HMV	11	M/032642	15/12/1959
Malaysia		HMV	35	2012055215	





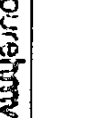
Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Mauritius		HIS MASTER'S VOICE Dog and Gramophone Device	09	A19/275	15/02/1977
Mexico		HIS MASTERS VOICE Dog & Gramophone device	42	683118	30/06/2000
Moldova		HIS MASTERS VOICE Dog & Gramophone device	09,42	3799	05/12/1994
Moldova		HMV	42	3934	05/12/1994
Montenegro		HIS MASTERS VOICE Dog & Gramophone device	09	09185 PP	12/11/1993
Montenegro		HMV	09	09186 PP	12/11/1993
Montserrat		Dog & Gramophone device	09	540	10/07/1950
Morocco		LA VOIX DE SON MAITRE Dog & Gramophone device	09	68023	31/12/1958
Morocco		LA VOIX DE SON MAITRE stylised	09	68024	01/09/1958
Nepal		HIS MASTERS VOICE Dog & Gramophone device	09	2281031	18/10/1971
Nepal					
Nepal		HMV	35	App 2008/45679	19/09/2012

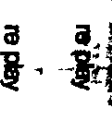





Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
New Zealand		Dog & Gramophone device	16	260461	29/03/1996
New Zealand		Dog & Gramophone device	09	263325	11/06/1996
New Zealand		HIS MASTER'S VOICE	16	260462	29/03/1996
New Zealand		HIS MASTER'S VOICE	09	263324	11/06/1996
New Zealand		HIS MASTER'S VOICE	09	9300	11/01/1911
New Zealand		HIS MASTER'S VOICE Dog & Gramophone device	09	615975	01/06/2000
New Zealand		HIS MASTER'S VOICE Dog & Gramophone device	35,42	615977	01/06/2000
New Zealand		HIS MASTER'S VOICE Dog & Gramophone silhouette device	35,42	180928	02/05/1988
New Zealand		HMV	35	783338	29/01/2008
New Zealand		HMV	09	199886	19/02/1990
New Zealand		HMV	09	46757	13/08/1948
Nigeria		Dog & Gramophone device	09	1905	29/10/1918
Nigeria		HIS MASTER'S VOICE	09	1907	03/04/1919









Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Nigeria		HIS MASTERS VOICE Dog & Gramophone device	09	12950	05/05/1962
Nigeria		HMV	09	13477	05/05/1962
Norway		HIS MASTERS VOICE	16	181674	22/03/1996
Norway		HIS MASTERS VOICE Dog & Gramophone device	09	18580	02/12/1930
					
Norway		HIS MASTERS VOICE Dog & Gramophone device (ten languages)	09	60975	10/01/1963
					
Norway		HMV	07,09,11	55923	11/05/1959
Norway		HMV	09	148617	05/02/1990
Oman		DOG & GRAMOPHONE Device	35	App 77266	11/11/2012
Oman		HIS MASTERS VOICE Dog & Gramophone device	09	2795	26/09/1989
					
Oman		HMV	35	App 77265	11/11/2012
Oman		HMV Stylised	35	App 93567	26/02/2015
Oman		HMV Transliteration	35	App 93566	26/02/2015










Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Pakistan		Dog Device	09	25428	07/04/1956
Pakistan		HIS MASTER'S VOICE	09	4042	07/01/1952
Pakistan		HIS MASTERS VOICE Dog & Gramophone device	09	4043	30/06/1951
Pakistan		HMV	35	246343	08/02/2008
Pakistan		HMV	09	4044	30/06/1951
Portugal		A VOZ DO DONO Dog & Gramophone device	09	133268	15/02/1956
Portugal		Dog & Gramophone device	16	316030	18/03/1996
Portugal	Word	GET CLOSER	09, 25, 41	486300	18/07/2011
Portugal		HIS MASTER'S VOICE	16	316145	20/03/1996
Portugal		HIS MASTERS VOICE Dog & Gramophone device	09	125848	14/11/1923
Portugal		HIS MASTERS VOICE Dog & Gramophone device	09	125849	14/11/1923
Qatar		DOG & GRAMOPHONE Device	35	App 78450	19/12/2012







Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Qatar		HMV	35	App 78451	19/12/2012
Qatar		HMV Stylised	35	App 95523	03/03/2015
Qatar		HMV Transliteration	35	App 95522	03/03/2015
Republic of Ireland		Dog & Gramophone device	16	174674	22/03/1996
Republic of Ireland		Dog & Gramophone roundel device (series of 2)	09,16,25,28,35,38	231748	11/01/2005
					
Republic of Ireland		Dog device (series of 3)	09,16,25,28,35,38	232368	15/07/2005
Republic of Ireland	Word	GET CLOSER	09,25,41	246297	27/04/2007
Republic of Ireland		HIS MASTERS VOICE	09	54224	20/10/1910
Republic of Ireland		HIS MASTERS VOICE	16	174675	25/03/1996
Republic of Ireland		HIS MASTERS VOICE Dog & Gramophone device	09	53423	22/07/1910
Republic of Ireland		HIS MASTERS VOICE Dog & Gramophone device	09	73107	08/02/1968








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Republic of Ireland		HIS MASTERS VOICE Dog & Gramophone silhouette device	25	125371	07/08/1986
Republic of Ireland		HMV Dog & Gramophone device (series of 2)	09,16,25,28, 35,38	231749	11/01/2005
Republic of Ireland		HMV stylised (series of 2)	09,16,25,28, 35,38	231750	11/01/2005
Republic of Ireland		PURE HMV	09, 16, 25, 28, 35, 36, 38, 41, 42, 43, 45	243057	04/08/2009
Republic of Ireland		PURE HMV Stylised	09, 16, 25, 28, 35, 36, 38, 41, 42, 43, 45	243058	04/08/2009







Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Republic of Ireland		RE/PLAY stylised (series of 6)	35	240082	10/09/2008
Romania		HIS MASTERS VOICE Dog & Gramophone device	09	4R00901	10/07/1931
Russian Federation		HIS MASTERS VOICE Dog & Gramophone device	09 42	138153	11/10/1994
Russian Federation		HMV stylised	42	144066	11/10/1994
Saint Helena		Dog & Gramophone device	09	321	10/07/1999
Saudi Arabia		DOG & GRAMOPHONE Device	35	App 1436012720	02/04/2015











Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Saudi Arabia		HIS MASTERS VOICE Dog & Gramophone device	09	2/51	07/03/1960
Saudi Arabia		HMV	35	App 1436012721	02/04/2015
Saudi Arabia		HMV Stylised	35	App 1436012723	02/04/2015
Saudi Arabia		HMV Transliteration	35	App 1436012719	02/04/205
Serbia		HIS MASTERS VOICE Dog & Gramophone device	09	40351	12/11/1993
					
Serbia		HMV	09	40350	12/11/1993
Sierra Leone		Dog & Gramophone device	09	438 (formerly 424)	26/09/1918
Sierra Leone		HIS MASTER'S VOICE	09	441	26/09/1918
Singapore		Dog & Gramophone device	16	T96/03043A	27/03/1996
Singapore		DOG & GRAMOPHONE Device	09,16,25,28, 35,36,38,41, 42,43,45	T08111291	15/08/2008
Singapore		Dog & Gramophone silhouette device	35	T99/05567B	01/06/1999
Singapore		HIS MASTER'S VOICE	16	T96/03042C	27/03/1996
Singapore		HIS MASTERS VOICE Dog & Gramophone device	09	T00/09702E	06/06/2000








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Singapore		HIS MASTERS VOICE Dog & Gramophone device	35	T00/09703C	06/06/2000
Singapore		HIS MASTERS VOICE Dog & Gramophone device	41	T00/09704A	06/06/2000
Singapore		HIS MASTERS VOICE Dog & Gramophone device	42	T00/09705Z	06/06/2000
Singapore		HIS MASTERS VOICE Dog & Gramophone device	09	T39/03036C	19/01/1933
Singapore		HIS MASTERS VOICE Dog & Gramophone device	11	T39/03037A	19/01/1939
Singapore		HMV	09	T90/02449I	04/04/1990
Singapore		HMV	35	T99/012151	06/06/2000
Singapore		HMV	09	T59/25907B	12/12/1959
Singapore		HMV Dog & Gramophone device	09	T96/11610G	24/10/1996











Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Singapore		HMV Stylised (Series of 5)	09,16,25,28, 35,36,38,41, 42,43,45	T0811248A	20/08/2008
					
Singapore		NIPPER	09	T78/77933G	28/10/1978
Slovakia		Dog Picture and words Hlas Jeho Pana (Czech words 'His Master's Voice') ¹ "	09	94101	01/07/1939
Slovakia		HIS MASTER'S VOICE	09	96109	19/04/1947
Slovakia		HIS MASTERS VOICE Dog & Gramophone device	09	94970	10/02/1920
					
Slovakia		HLAS JEHO PANA	09	94100	01/07/1939
Slovakia		HMV	09	101767	14/04/1948
Slovenia		HIS MASTERS VOICE Dog & Gramophone device	09	9470215	24/02/1994
					
Slovenia		HMV	09	9470219	21/02/1994
Solomon Islands		HIS MASTER'S VOICE	09	441	10/07/1957
Solomon Islands		HIS MASTERS VOICE Dog & Gramophone device	08	440	02/06/1963
					







Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
South Africa		Dog & Gramophone device	16	96/03908	25/03/1996
South Africa		Dog & Gramophone device	09	82/04507	16/06/1982
South Africa		Dog & Gramophone device	41	82/06471	23/08/1982
South Africa		HIS MASTER'S VOICE	16	96/03909	25/03/1996
South Africa		HIS MASTER'S VOICE	09	31/00014	07/01/1931
South Africa		HIS MASTERS VOICE Dog & Gramophone device	09	2000/11248	05/06/2000
South Africa		HIS MASTERS VOICE Dog & Gramophone device	41	2000/11241	05/06/2000
South Africa		HIS MASTERS VOICE Dog & Gramophone device	42, 45	2000/11249	05/06/2000
South Africa		HMV	09	90/00799	07/02/1990
South Korea		HMV	36	26834	18/01/1994
South Korea		HMV	09	319789	24/01/1994
Spain		Dog & Gramophone device	16	2019941	25/03/1996








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Spain	Word	GET CLOSER	09, 25, 41	2984916 (converted from CTM 005865688)	27/04/2007
Spain		HIS MASTER'S VOICE	16	2019940	25/03/1996
Sri Lanka		HIS MASTERS VOICE Dog & Gramophone device	09	1028	18/12/1978
Sri Lanka		HMV	35	App 174104	04/09/2012
Sweden		Dog & Gramophone device	16	318076	26/03/1996
Sweden		HIS MASTER'S VOICE	16	320142	26/03/1996
Switzerland		DOG & GRAMOPHONE Device	35	APP 59484/2015	07/08/2015
Switzerland		Dog & Gramophone device	16	436383	21/03/1996
Switzerland		HIS MASTER'S VOICE	16	435574	21/03/1996
Switzerland		HMV	35	APP 59479/2015	07/08/2015
Switzerland		HMV Dog & Gramophone silhouette device	09	380718	15/03/1990
Switzerland		HMV Stylised	35	APP 59494/2015	07/08/2015
Taiwan		HMV	35	76951	09/11/1993
Taiwan		HMV	35	1575802 (App 101039234)	12/07/2012


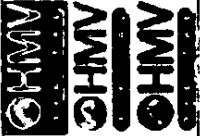



Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Taiwan		HMV	09,93	645189	31/05/1994
Taiwan		HMV	09,94	649719	15/07/1994
Tajikistan		HIS MASTERS VOICE Dog & Gramophone device	09	TJ 4370	03/11/1997
Tanganyika		HIS MASTERS VOICE Dog & Gramophone device	11	2775	24/06/2005
Tanganyika		HIS MASTERS VOICE Dog & Gramophone device	09	1/1922	11/09/1922
Tanganyika		HIS MASTERS VOICE Dog & Gramophone device	09	2774	15/09/1950
Thailand		HIS MASTERS VOICE Dog & Gramophone device	09	Kor57940 (331852)	14/04/1947
Thailand		HIS MASTERS VOICE Dog & Gramophone device	09	Kor170215 (467745)	01/10/1931
Thailand		HIS MASTERS VOICE Dog & Gramophone device	09	Kor28662 (255539)	17/11/1993
Thailand		HMV Stylised	35	Bor40881 (685671)	28/01/2008










Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Tonga		HIS MASTER'S VOICE DOG & GRAMOPHONE Device	09	02023	05/01/2011
Trinidad & Tobago		HIS MASTERS VOICE Dog & Gramophone device	08	56/53	07/04/1953
Turkey		HIS MASTERS VOICE Dog & Gramophone device	09	2005/26643	29/06/2005
Turkey		SAHIBININ SESSI Dog & Gramophone device	09	93046	02/05/1966
Turkmenistan		HIS MASTERS VOICE Dog & Gramophone device	09	5126	04/10/1997
Turkmenistan		HIS MASTERS VOICE Dog & Gramophone device	09	5120	30/10/1997
Ukraine			09, 42	12769	06/12/1994
Ukraine		HMV	42	12770	25/12/1996
Ukraine		HMV	09	19981	31/10/1997
United Arab Emirates		DOG & GRAMOPHONE Device	35	App 182056	14/11/2012
United Arab Emirates		HMV	35	98900	13/03/2008








Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Arab Emirates		HMV dog silhouette	42	7688	25/12/1996
United Arab Emirates		HMV Stylised	35	App 233003	13/05/2015
United Arab Emirates		HMV Transliteration	35	App 233002	13/05/2015
United Kingdom		A FOZ DO DONO Dog & Gramophone device	09	739513	19/02/1955
United Kingdom		Dog & Gramophone device	24	1039605	11/12/1974
United Kingdom		Dog & Gramophone device	25	1039606	11/12/1974
United Kingdom		Dog & Gramophone device	09	235053	22/12/1900
United Kingdom		Dog & Gramophone device	09	690542	10/07/1950
United Kingdom		Dog & Gramophone device	16	690544	10/07/1950
United Kingdom		Dog & Gramophone device	09	1170321	23/02/1982










Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Kingdom		Dog & Gramophone roundel device (Series of 2)	09,16,25,28,35,38	2381662	07/01/2005
United Kingdom		Dog & Gramophone silhouette device (Series of 2)	09	1172678	02/04/1982
United Kingdom		Dog device	09	1176652	11/06/1982
United Kingdom		Dog device (series of 3)	09,16,25,28,35,38	2383822	08/02/2005
United Kingdom		FOPP splatt device (series of two)	03,08,09,14,15,16,18,20,21,25,29,30,32,33,35,38,39,41,42,43	2414548	22/02/2006
United Kingdom		GAMERBASE	09,16,38,41,45	2507235	27/01/2009
United Kingdom		GAMERBASE device	09,16,38,41,45	2513203	07/04/2009
United Kingdom		GAMING ZONE	35	2473103	23/11/2007
United Kingdom		GET EVEN CLOSER	09,16,25,28,35,36,38,41,42,43,45	2488573	27/05/2008
United Kingdom		HIS MASTER'S VOICE	09	327785	20/10/1910






Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Kingdom		HIS MASTER'S VOICE	09	690557	10/07/1950
United Kingdom		HIS MASTER'S VOICE	16	690559	10/07/1950
United Kingdom		HIS MASTER'S VOICE	09	1170322	23/02/1982
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	40	1388121	15/06/1989
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	06	1397850	28/09/1989
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	09	438357	22/06/1923
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	21	1292042	18/11/1986
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	09	325592	22/07/1910
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	09	507193	24/10/1929
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	09,41,42	2233481	23/05/2000

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Kingdom		HIS MASTERS VOICE Dog & Gramophone device	11	550687	26/04/1934
United Kingdom		HMV	35	APP 3095541	21/02/2015
United Kingdom		HMV	09	744861	30/07/1955
United Kingdom		HMV	07,09,11	2020226	11/05/1995
United Kingdom		HMV DIGITAL Dog & Gramophone roundel device (series of 3)	09,16,25,28,35,38	2402188	22/09/2005
United Kingdom		HMV Dog & Gramophone roundel device (Series of 2)	09,16,25,28,35,38	2381663	07/01/2005
United Kingdom		HMV Dog & Gramophone silhouette device (Series of 2)	09, 28	1550063	09/10/1993
United Kingdom		HMV GET CLOSER	09,16,25,28,35,36,38,41,42	2454001	27/04/2007
United Kingdom		HMV GET CLOSER stylised (series of 5)	09,16,25,28,35,38,41,43,45	2454000	27/04/2007

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Kingdom		HMV HEADPHONES HUT / HMV HEADPHONE HUT (Series of 2)	09, 35	2588357	19/07/2011
United Kingdom		HMV NEXT BIG THING	41	2534929	21/12/2009
United Kingdom		HMV NEXT BIG THING Stylised	41	2535960	12/01/2010
United Kingdom	 	HMV stylised (Series of 2)	09,16,25,28, 35,38	2381661	07/01/2005
United Kingdom	   	hmv stylised (series of 5)	09,16,25,28, 35,36,38,41, 42,43,45	2460933	10/07/2007
United Kingdom		i-scream	09	2416617	15/03/2006
United Kingdom		New style Nipper and Trumpet device	09,16,25,28, 35,36,38,41, 42,43,45	2460934	10/07/2007
United Kingdom		NIPPER	09	1176651	11/06/1982

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Kingdom	  	Nipper computer mouse device (series of 3)	09, 16, 25, 28, 35, 38	2402189	22/09/2005
United Kingdom	 	O OUR PRICE Stylised (Series of 2)	09, 14, 16, 21, 25, 28	2195184	20/04/1999
United Kingdom		OUR PRICE CHART SHOP	09, 14, 16, 21, 25, 28	2198648	27/05/1999
United Kingdom		OUR PRICE CHART ZONE	09, 14, 16, 21, 25, 28	2198633	27/05/1999
United Kingdom		OUR PRICE DISCOVERY ZONE	09, 14, 16, 21, 25, 28	2198644	27/05/1999
United Kingdom		OUR PRICE Stylised	09, 28	2195115	20/04/1999
United Kingdom		OUR PRICE Stylised	35	2258621	22/01/2001

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
United Kingdom		PURE HMY	09,16,25,28, 35,36,38,41, 42,43,45	2489113	03/06/2008
United Kingdom		PURE HMY stylised	09,16,25,28, 35,36,38,41, 42,43,45	2489111	03/06/2008
United Kingdom	 	Red splatt/Black splatt (series of two)	03,06,08,09, 14,15,16,18, 20,21,25,28, 29,30,32,33, 35,38,39,41, 42,43	2414826	22/02/2006
United Kingdom	     	REPLAY Stylised (series of 6)	35	2497084	09/09/2008
United Kingdom	WORD (Series of 4)	THIRTY THREE AND A THIRD / THIRTY-THREE AND A THIRD / THIRTYTHREEANDATHIRD / THIRTYTHREE AND A THIRD	09, 14, 16, 18, 25, 35	2555843	12/08/2010
United Kingdom		TOP DOG	09	2155123	09/01/1998

Jurisdiction	Device	Title	Classes	Application or Registration Number	Filing Date
Uzbekistan		HIS MASTERS VOICE Dog & Gramophone device	09,42	4907	30/11/1994
Uzbekistan		HMV	42	6733	30/11/1994
Vietnam		HMV	09	17947	19/04/1994
Vietnam		HMV	35	217254	15/08/2012
Yemen		DOG & GRAMOPHONE Device	35	(App 4-2012-18009) App 60376	12/11/2012
Yemen		HIS MASTERS VOICE Dog & Gramophone device	09	291	22/06/1943
Yemen		HMV	35	App 60375	12/11/2012
Zanzibar		HIS MASTERS VOICE Dog & Gramophone device	09	305/2005	22/06/2005
Zimbabwe		HIS MASTERS VOICE Dog & Gramophone device	09	728/1959	10/06/1916
Zimbabwe		HMV	09	2011/1959	01/10/1959

Part 2. Domain Names

academihmv ca
channelhmv ca
channelhmv com
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dogandgramophone co uk
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gamerbase tv
gamerbasearena.com

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hmvtickets ie
hmvtransmission ca
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hmvtv co uk
hmvtv net
hmvuk com

hmvunderground ca
hmvuproar ca
hmvuproar com
hmvusa com
hmvvault ca
hmvvault.com
hmvvault tv
hmvvideo co uk
hmvvideo com
hmvvouchers co uk
hmvxmas co uk
myhmv co
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purehmv co
purehmv com
purehmv ie
purhmv ca
thehmvdoghouse com
thisismyhmv co uk
topdog eu

topdog in
topdogmusic co uk
topdogmusic eu
topdogvideo co uk
topdogvideo com
topdogvideo eu
topdogvideo net
voiceplc co uk
voiceplc com
wwwhmv co uk
wwwhmv com

DEBENTURE EXECUTION PAGE

Execution by the Chargor

Signed as a deed by **HMV (BRANDS) LIMITED**
acting by Henry Foster, a director, in
the presence of:

Director

HENRY FOSTER

CAREY TANG

Signature of witness

Name of witness Carey Tang

Address of witness One Fleet Place, London, EC4M 7WS

Occupation of witness Paralegal

Execution by the Chargee:

Executed as a deed by **GOODMANS CAPITAL
INVESTMENTS LTD** acting by

being a person(s) who in accordance with
the law of the British Virgin Islands
is/are acting under the authority of the company

DEBENTURE EXECUTION PAGE

Execution by the Chargor:

Signed as a deed by **HMV (BRANDS) LIMITED**
acting by _____, a director, in
the presence of

Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Execution by the Chargee:

Executed as a deed by **GOODMANS CAPITAL
INVESTMENTS LTD** acting by
Charlotte Bailey
being a person(s) who in accordance with
the law of the British Virgin Islands
is/are acting under the authority of the company



Director

CHARLOTTE BAILEY