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CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

131

3387336

Name of company

\* The Corona Group Limited (the "Company")

Date of creation of the charge

22 February 2000

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

Supplemental Assignment and Charge dated 22 February 2000 and made  
between (1) the Company and (2) the Bank (the "Deed")

Amount secured by the mortgage or charge

1. All monies, obligations and liabilities (actual or contingent,  
present or future) from time to time due, owing or incurred by the  
company to the Bank under or in connection with the Deed, the Debenture  
or otherwise howsoever (including all Expenses) and whether as principal  
or surety and on any account whatsoever (the "Secured Sums").

"Debenture" means a debenture to be made on or about the date of the  
Deed and made between the Company and the Bank.

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

Bank Leumi (UK) Plc  
4 - 7 Woodstock Street  
London (the "Bank")

Postcode W1A 2AF

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

Hammond Suddards Solicitors  
7 Devonshire Square  
London  
EC2M 4YH

RLD/Banking/395coro.lfd

Time critical reference

For official Use  
Mortgage Section



Short particulars of all the property mortgaged or charged

1. With full title guarantee the Company charges by way of fixed charge:
  - a. all Intellectual Property Materials and Derivative Materials from time to time belonging to the Company;
  - b. the Collateral from time to time belonging to the Company.

"Intellectual Property Materials" means all physical material in respect of which Intellectual Property Rights may subsist (including originals, copies, versions or variants) including the Collateral and all other log books, designs, sketches, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programs, photographs, books and other records in any medium, films, sound recordings, electronic data and any other material in which Intellectual Property Rights may be incorporated.

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Hammond Suddards

Date

28<sup>th</sup> February 2000

On behalf of ~~(company)~~ ~~(mortgagee/chargee)~~ †

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

† delete as appropriate

## Notes

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

Companies House, Crown Way, Cardiff CF4 3UZ

2. By way of indemnity each Relevant Person (as defined in the Debenture) and any employee or other person for whose liability, acts or omissions such Relevant Person may be answerable, from and against all liabilities, costs, charges, losses and expenses suffered or incurred by them or any of them (other than as a result of such Relevant Person's or such employee's or other person's gross negligence, wilful default or fraud) arising from or as a result of:

(a) the execution or the purported execution of any powers, authorities or discretions vested in any of them pursuant to the Deed;

(b) any matter or thing done or omitted or in any way relating to the provisions of the Deed;

(c) any breach by the Company of any of its covenants or other obligations to the Bank under the Deed; or

(d) the enforcement of any of the provisions of the Deed;

or from or as a result of any action, claim or proceeding relating to any of the above.

3. Interest on all the Secured Sums which shall accrue in accordance with Condition 2.4 of the Debenture.

"Expenses" means all costs (including legal costs), charges, expenses and damages (and any VAT thereon) (in each case on a full indemnity basis) sustained or incurred from time to time by the Bank in connection with:

(a) the preparation (including the costs of investigating title to any asset), negotiation and execution of the Deed and any document referred to in the Deed;

(b) the perfection of the security;

(c) the enforcement, defence or protection of the security (including the costs of any investigation by any person for the purposes of determining whether any action is appropriate to so enforce, defend or protect);

(d) the appointment of any Administrative Receiver, delegate or sub-delegate under the Deed; or

(e) the pursuit of any rights contained in the Deed or under or in connection with the Charged Assets or any document referred to in the Deed.

"Charged Assets" means all property, assets, business, undertaking, rights (including, without limitation, income rights), benefits or documents which are from time to time the subject of a Security Interest created under or pursuant to the Deed.

"Security Interest" means any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement or assignment having the effect of security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever, howsoever created or arising.

"Derivative Materials" means any and all materials of any description directly or indirectly derived from the Intellectual Property Materials whether the same are manufactured or created by or on behalf of the Company or any other third party.

"Collateral" means all physical properties of every kind of nature of or relating to any Picture Library and all versions thereof, including exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of pre-print elements which may from time to time be necessary or useful to produce prints or other copies or additional pre-print elements) soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims and any in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof.

"Picture Library" means the library of pictures (whether still or moving), filmstills, drawings, cartoons or other images whether held on paper, film, tape, CD-Rom or any other media or storage medium.

4. With full title guarantee the Company assigns to the Bank all their respective right, title, interest and benefit in and to:

- a. the Picture Library;
- b. the Ancillary Rights from time to time belonging to the Company;
- c. the Intellectual Property Rights;
- d. the Contracts,

including the right to make demand, take any action (including that for specific performance) or to exercise any remedies available at law or equity to the Company.

"Ancillary Rights" means all ancillary rights in and to the Picture Library as more specifically listed in Part 1 of Schedule 1 of the Deed.

"Intellectual Property Rights" means all patents, trademarks and service marks (howsoever styled or represented and whether registered or unregistered), designs, design rights, copyrights, confidential information, know-how and all other intellectual property rights and all Third Party Rights including any applications in respect of any such intellectual property rights and/or Third Party Rights and rights.

"Contracts" means all Purchase Agreements and Sale Agreements from time to time entered into by the Company.

"Third Party Rights" means any Intellectual Property Rights which are from time to time licensed to the Company by any person.

"Purchase Agreement" means any agreement from time to time entered into by the Company to acquire rights to distribute or otherwise exploit any part of the Picture Library and/or any of the Ancillary Rights.

"Sale Agreement" means any agreement from time to time entered into by the Company as seller or licensor or in any other capacity to sell to or grant a licence or right to otherwise exploit to any third party any part of the Picture Library or any Ancillary Rights.

5. Upon a request by the Bank (any such request to be reasonable prior to the security constituted by the Deed becoming enforceable), the Company shall deposit with the Bank (or with such person as the Bank may nominate) and permit the Bank, during the continuance of this security, to retain:

(a) all deed and documents of title relating to any of the Charged Assets;

(b) all Intellectual Property Materials and copies of all documents, manuals, instruction books and other documentation required to exploit, use or maintain the Intellectual Property Rights, Intellectual Property Materials or Derivatives Materials; and

(c) any other documents relating to the Charged Assets.

The Deed also contains the following covenants:

**Negative Pledge**

The Company shall not, without the prior written consent of the Bank, create, attempt to create, agree to create or permit to subsist any Security Interest or permit or agree to permit any other proprietary right (save as permitted under Clause 5.2 of the Deed) or other similar Security Interest to arise in or to affect the Charged Assets.

**Non-disposal**

The Company shall not part with possession of, transfer, sell, lease or otherwise dispose of the Charged Assets, any interest in the same, grant any option to do the same or attempt or agree so to do (whether by a single transaction or a series of transactions).

Provided that the restriction set out in the previous paragraph shall not apply to a disposal of any of the Picture Library pursuant to a Sale Agreement complying with the provisions of Clause 8 (Contracts) of the Deed if such disposal is made in the ordinary course of trading as it is now conducted for full value and for the purpose of carrying on its business.

**No Variation**

The Company shall not, nor permit or, as a consequence of any person's acts or omissions, enable any person to (in each case, without the prior written consent of the Bank) vary, amend, supplement, replace, cancel, surrender, discharge or release any Intellectual Property Rights or any rights relating thereto.

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

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03387336

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL ASSIGNMENT AND CHARGE DATED THE 22nd FEBRUARY 2000 AND CREATED BY THE CORONA GROUP LIMITED FOR SECURING ALL MONIES, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK LEUMI (UK) PLC UNDER OR IN CONNECTION WITH THE DEED, THE DEBENTURE OR OTHERWISE HOWSOEVER (INCLUDING ALL EXPENSES) AND WHETHER AS PRINCIPAL OR SURETY AND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th FEBRUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MARCH 2000.

*DX  
CH*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E