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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

147249/30

395

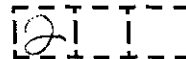
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4582101

Name of company

* Wellstream International Limited (formerly known as Blossomgrange Limited)

Date of creation of the charge

8th March 2003

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

Grant of Trademark Security Interest

Amount secured by the mortgage or charge

The Secured Liabilities more particularly described in the security agreement dated 8th March 2003 (as amended, supplemented or otherwise modified from time to time), executed by the Grantor (as defined in Rider A) in favour of The Governor and Company of the Bank of Scotland, as agent and trustee for each of the Secured Parties (as defined in such security agreement) (the "Security Agreement")

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh EH1 1YZ as agent and trustee for each of the Secured Parties (as defined in the Security Agreement).

Postcode EH1 1YZ

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

Dickson Minto, W.S.
11 Walker Street
Edinburgh EH3 7NE
0131 225 4455
B027/519

DocRef blossom

Time critical reference

For official Use
Mortgage Section

Post room



A13
COMPANIES HOUSE

0896
15/03/03

Short particulars of all the property mortgaged or charged

See attached Rider A

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Dickson Minto

Date

14/03/03

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

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

†delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

**WELLSTREAM INTERNATIONAL LIMITED (FORMERLY
KNOWN AS BLOSSOMGRANGE LIMITED)**

(Registered Number 4582101)

**RIDER A - FORM 395 - (GRANT OF TRADEMARK SECURITY
INTEREST)**

Short particulars of the property mortgaged or charged

A security interest in all of Grantor's right, title and interest in and to the following, in each case whether as at the date of the Grant of Trademark Security Interest or thereafter existing or in which Grantor has at the date of the Grant of Trademark Security Interest or thereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or after the date of the Grant of Trademark Security Interest adopted and used, in its business (including, the trademarks specifically identified in Schedule A of the Grant of Trademark Security Interest) (collectively the "Trademarks"), all registrations that have been or may after the date of the Grant of Trademark Security Interest be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A of the Grant of Trademark Security Interest) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Security Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss of damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.



Notwithstanding anything in the Grant of Trademark Security Interest to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Where:-

"Grantor"

means Wellstream International Limited (formerly known as Blossomgrange Limited) (Registered Number 4582101), a company organized under the laws of England and Wales; and

"Security Trustee"

means The Governor and Company of the Bank of Scotland, as agent and trustee for each of the Secured Parties (as defined in the Security Agreement).



FILE COPY



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

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

COMPANY No. 04582101

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GRANT OF TRADEMARK SECURITY INTEREST DATED THE 8th MARCH 2003 AND CREATED BY WELLSTREAM INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR EACH OF THE SECURED PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th MARCH 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —