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COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

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

\* Insert full name  
of company

To the Registrar of Companies

For official use Company number

[ ] [ ] [ ] [ ]  
[ ] [ ] [ ] [ ]

2865476

Name of company

\* Weston Medical Limited (the "Company")

Date of creation of the charge

25 September 1997

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

Deed of Charge of Intellectual Property Rights and Floating Charge  
("the Deed")

Amount secured by the mortgage or charge

See Schedule Part I

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

3i Group PLC whose registered office is at  
91 Waterloo Road, London ("the Chargee")

Postcode

SE1 8XP

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

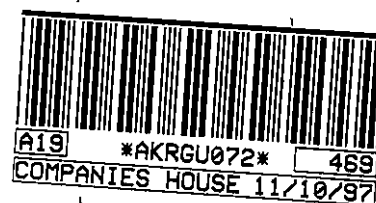
50 Queen Charlotte Street  
Bristol BS1 4HE

Ref : RZF 616963

Time critical reference

For official use  
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

See Schedule Part II

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Oskano Clarke*

Date *10 October 1997*

On behalf of ~~[company] [mortgagee/chargee]\*~~

\* 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.

Form 395

**Weston Medical Limited**

**Company No 2865476**

**Definitions:**

- "the Designs"** means the registered designs particulars of which are set out in the Fifth Schedule to the Deed;
- "the Equipment"** means all the plant and machinery chattels or other equipment relating to the Intellectual Property Rights including without limitation those items described in the Eighth Schedule to the Deed;
- "the Existing Exploitation Agreements"** means the licence agreement between the Company and Intervet International B.V., the licence agreement between the Company and Medeva Europe B.V. and any other arrangements or agreements between such parties existing as at the date of the Deed as well as any other arrangement or agreement (permitted pursuant to the Deed) between the Company and any other person in respect of licensing or distribution or use or other exploitation of the Intellectual Property Rights or the Materials or any part of them;
- "the Improvements"** means all improvements, extensions, modifications, conversions and adaptations of the Products whether made by the Company or otherwise;
- "Intellectual Property Rights"** means intellectual or industrial property rights of any description in any country of the world (whether registered or registerable or not) and applications and rights to apply for registration of any such rights, including patents, registered designs, design rights, copyright, inventions, confidential information and know-how to the extent that any of the same will be required for or used in the manufacture, development, marketing and sale of the Products or the business of the Company and which are assigned to or licensed to the Company at the date of the Deed or which have been acquired by or created by the Company prior to the date of the Deed or are acquired by or created by or assigned to or licensed to the Company at any time during the subsistence of the Deed but expressly excluding the Trade Marks and including without limitation the Patents, the

Designs and all rights in the Software.

**"the Material"**

means all items of physical material in respect of which the Company has or may after the date of the Deed acquire Intellectual Property Rights including, without limitation, all sketches, drawings, notes, prototypes, source code listings, programmers' notes, flow charge and logic diagrams (in whatever medium) including without limitation any materials listed in the Seventh Schedule to the Deed;

**"the Patents"**

means the applications for patents particulars of which are set out in the Third Schedule to the Deed (and which are annexed to this Schedule) and any patents granted pursuant to the patent applications, together with any application for patents and patents granted pursuant thereto which the Company may make and/or obtain at any time during the continuance of the Deed, in any country of the world together with all the Company's right title and interest in and to the applications for patents and any and all renewals reissues and prolongations of the patents and any and all rights, powers, privileges and immunities arising or accruing from the patent applications divisions and continuations of the patent applications and the benefit of the priority dates attaching to the applications for patents.

**"the Products"**

means all products after the date of the Deed to be manufactured, developed, distributed, marketed and sold by the Company (including without limitation needle-less injectors and drug transfer systems and all new products and all Improvements to the Products) during such time as the Deed remains in force.

**"the Software"**

means the computer programmes and related documentary items short particulars of which are set out in the Fourth Schedule to the Deed;

**"Third Party Rights"**

means any Intellectual Property Rights of any description whatever which are licensed to the Company (but excluding all rights which are assigned to the Company) at the date of the Deed or at any time during the subsistence of the security granted by the Deed;

**"the Trade Marks"**

means all rights of any description in any country (whether registered or registerable or not) and applications and rights to apply for registration of any such rights, in trade marks, service marks, trade names and business names to the extent that any of the same will be required in the marketing and sale of the Products or the business of the Company as carried on for the time being together with all the goodwill of the business of the Company relating thereto including without limitation, the trade marks for which applications for registration have been made, details of which have set out in the Sixth Schedule to the Deed and the trade names details of which are set out in the Ninth Schedule of the Deed.

**Schedule Part I**

All moneys and liabilities at the date of the Deed or at any time or times thereafter due or owing or incurred by the Company to the Chargee in any manner whatever whether actually or contingently and whether as principal or surety including interest thereon at such rate as may be agreed in writing from time to time between the Company and the Chargee whether before or after execution of the Deed together also with all commission charges costs and expenses payable in connection therewith.

**Schedule Part II**

As continuing security for the payment and discharge to the Chargee of all moneys and liabilities (other than dividend on any shares) by the Deed covenanted to be paid and discharged by the Company and all other sums intended to be secured by the Deed the Company with full title guarantee:

- (i) charges to the Chargee by way of first fixed charge all of the Company's right title and interest in and to the Intellectual Property Rights (and where relevant) subject to and with the benefit of the Existing Exploitation Agreements and the Trade Marks;
- (ii) charges to the Chargee by way of first fixed charge all of the Materials together with all of the Equipment;
- (iii) charges to the Chargee by way of first floating charge all the undertaking and all property and assets and rights of the Company both present and future (including uncalled capital) not otherwise effectively charged by way of fixed charge; and
- (iv) undertakes to hold upon trust for the Chargee absolutely the entire interest of the Company in and to all those

Intellectual Property Rights and/or Third Party Rights which cannot be charged assigned or sub-licensed by the Company together with the entire benefit of such rights to the extent that such benefit attaches to the Company and all proceeds money and other rights and benefits to which the Company is beneficially entitled in respect of the exercise of such Third Party Rights.

The property and rights listed in paragraphs (i) and (ii) are in this Schedule referred to as "**the Charged Rights**" and all the property and assets charged under clause 3(A) of the Deed are referred to in this Schedule as "**the Mortgaged Property**".

**NB**

1. The Deed contains provisions whereby, inter alia, the Company shall not without the previous written consent of the Chargee:
  - (i) create or continue any mortgage or charge upon the Charged Rights or any part thereof;
  - (ii) create or continue any mortgage or charge upon the Mortgaged Property which would rank either in priority to or pari passu with the charge created by the Deed;
  - (iii) cancel any of the Charged Rights or allow any lien to arise on or affect any part of the Mortgaged Property except in the case of a lien arising by operation of law in the ordinary course of business;
  - (iv) (except as specifically provided in clause 6 of the Deed) license assign dispose of hire commercially exploit allow access to or make available (in whole or in part) the Charged Rights except by the grant of sub-licences on such terms and in such form as the Chargee shall have approved;
  - (v) permit any of the patent applications forming part of the Intellectual Property Rights to be abandoned or to be cancelled or to lapse; or
  - (vi) modify or alter any of the Charged Rights if such modification or alterations would have an adverse effect on the security of the Chargee.
2. The Deed is subject to a Deed of Priorities dated 29 November 1996 and made between the Company, the Chargee and Canven (C.I.) Limited and to a Supplemental Deed of Priorities and Grant of Authority dated 25 September 1997 and made between the Company, the Chargee and Michael Francis Holliday.

Weston Medical Limited  
Company No 2865476

Ref	Country Applicant/Patentee	Appl. No.	Appl. Date	Patent No.	Grant Date	Abandoned
F7378	Multi-dose needleless injector PCT/GB92/01539					
F73780BR	Brazil Weston Medical Limited	PI 9206407	23 Feb 94			
F73780CA	Canada Weston Medical Limited	2116341	23 Feb 94			
F73780EP	European Patent Weston Medical Limited	92917735	23 Feb 94			
F73780JP	Japan Weston Medical Limited	5-504203	23 Feb 94			
F73780KR	Korea (Republic of) Weston Medical Limited	94-700557	23 Feb 94			
F73780NO	Norway Weston Medical Limited	940606	22 Feb 94			
F73780RU	Russian Federation Weston Medical Limited	94028893.0	22 Feb 94			
F73780US	United States of America Weston Medical Limited	08/199,198	04 Aug 94	5480381	02 Jan 96	

Ref	Country Applicant/Patentee	Appl. No.	Appl. Date	Patent No.	Grant Date	Abandoned
F8060	Single dose needleless injector PCT/GB94/01608					
F80600BR	Brazil Weston Medical Limited	PI9407156.0	30 Jan 96			
F80600CA	Canada Weston Medical Limited	2167586	31 Jan 96			
F80600EP	European Patent Weston Medical Limited	94921727.7	31 Jan 96			
F80600ID	Indonesia Weston Medical Limited	P-941278	30 Jul 94			
F80600IN	India Weston Medical Limited	710/MAS/94	29 Jul 94			
F80600JP	Japan Weston Medical Limited	7505646	31 Jan 96			
F80600KR	Korea (Republic of) Weston Medical Limited	96-700510	31 Jan 96			
F80600MX	Mexico Weston Medical Limited	94 5786	29 Jul 94			
F80600NO	Norway Weston Medical Limited	96.0395	30 Jan 96			
F80600PK	Pakistan Weston Medical Limited	334/94	31 Jul 94			



Ref	Country Applicant/Patentee	Appl. No	Appl. Date	Patent No	Grant Date	Abandoned
F80600RU	Russian Federation Weston Medical Limited	96104339	29 Jan 96			
F80600US	United States of America Weston Medical Limited	08/591,585	31 Jan 96			
F80600ZA	Republic of South Africa Weston Medical Limited	94/5641	29 Jul 94	94/5641	27 Mar 96	
F8567	Reinforced Glass Cartridge		PCT/GB95/02649			
F85670BR	Brazil Weston Medical Limited		19 May 97			
F85670CA	Canada Weston Medical Limited	2,205,464	15 May 97			
F85670CN	China Weston Medical Limited	95196313.9	13 Nov 95			
F85670EP	European Patent Weston Medical Limited	95936667.5	03 Sep 97			
F85670ID	Indonesia Weston Medical Limited	P-952423	17 Nov 95			
F85670IN	India Weston Medical Limited	1470/MAS/95	14 Nov 95			
F85670JP	Japan Weston Medical Limited	8-516643	13 May 97			

Ref	Country Applicant/Patentee	Appl. No.	Appl. Date	Patent No.	Grant Date	Abandoned
F85670KR	Korea (Republic of) Weston Medical Limited	97-703040	07 May 97			
F85670MX	Mexico Weston Medical Limited	9703591	15 May 97			
F85670NO	Norway Weston Medical Limited	972265	16 May 97			
F85670PC	W.I.P.O. Weston Medical Limited	GB95/02649	13 Nov 95			
F85670PK	Pakistan Weston Medical Limited	592/95	06 Nov 95			
F85670ZA	Republic of South Africa Weston Medical Limited	95/9741	16 Nov 95			
F85670RU	Russian Federation Weston Medical Limited	RU 97110272	16 May 97			
F85670US	United States of America Weston Medical Limited		19 May 97			
F8578	Filling Device for Needleless Injector		PCT/GB95/02913			
F85780BR	Brazil Weston Medical Limited		20 June 97			
F85780CN	Canada Weston Medical Limited	9425642.7	17 June 97			

Ref	Country Applicant/Patentee	Appl. No	Appl. Date	Patent No.	Grant Date	Abandoned
F85780CN	China Weston Medical Limited					
F85780EP	European Patent Weston Medical Limited	95940370.0				
F85780ID	Indonesia Weston Medical Limited	P-952733	19 Dec 95			
F85780IN	India Weston Medical Limited	1675/MAS/95	18 Dec 95			
F85780KR	Korea (Republic of) Weston Medical Limited	97-704072	17 June 97			
F85780MX	Mexico Weston Medical Limited	974576	19-Jun-97			
F85780NO	Norway Weston Medical Limited	97.2835	19-Jun-97			
F85780PK	Pakistan Weston Medical Limited	675/95	17 Dec 95			
F85780ZA	Republic of South Africa Weston Medical Limited	95/10778	19 Dec 95			
F85780RU	Russian Federation Weston Medical Limited					

Ref	Country Applicant/Patentee	Appl No	Appl Date	Patent No	Grant Date	Abandoned
F85780US	United States of America Weston Medical Limited		20 June 97			
F85780PC	W.I.P.O. Weston Medical Limited	GB95/02913	13 Dec 95			
F8741	Needless Injector with Pressure Pad		PCT/GB96/00190			
F87410ID	Indonesia Weston Medical Limited	P-960296				06 Oct 96
F87410IN	India Weston Medical Limited	166/MAS/96	02 Feb 96			06 Oct 96
F87410PC	W.I.P.O. Weston Medical Limited	GB96/00190	30 Jan 96			06 Nov 96
F87410PK	Pakistan Weston Medical Limited	66/96	04 Feb 96			06 Oct 96
F87410ZA	Republic of South Africa Weston Medical Limited	96/0873	05 Feb 96			06 Oct 96
F8743	Needless Injectors (and other devices) with Viscous Coupling		PCT/GB96/00551			
F87430ID	Indonesia Weston Medical Limited	P-960582	08 Mar 96			

Ref	Country Applicant/Patentee	Appl. No	Appl. Date	Patent No	Grant Date	Abandoned
F87430IN	India Weston Medical Limited	273/MAS/96	20 Feb 96			
F87430PC	W.I.P.O. Weston Medical Limited	GB96/00551	08 Mar 96			
F87430PK	Pakistan Weston Medical Limited	127/96	07 Mar 96			
F9122	Needleless Injector Drug Capsule and Filling Method PCT/GB96/03017					
F91220ID	Indonesia Weston Medical Limited	P-963735	16 Dec 96			
F91220IN	India Weston Medical Limited	2230(MAS)96	10 Dec 96			
F91220PC	W.I.P.O. Weston Medical Limited	GB95/25757.2	09 Dec 96			
F91220PK	Pakistan Weston Medical Limited	764/96	15 Dec 96			
F91220ZA	Republic of South Africa Weston Medical Limited	96/10344	09 Dec 96			
F9151	Postponing Aid for Needleless Injector PCT/GB97/00351					
F91510PC	W.I.P.O. Weston Medical Limited	GB96/02605.9	06 Feb 97			

Ref	Country Applicant/Patentee	Appl. No.	Appl. Date	Patent No.	Grant Date	Abandoned
F93070PC	W.I.P.O. Weston Medical Limited - Joint Applicants	GB/9606904.2 GB/9608782.0	02 Apr 96 27 Apr 96			
F9212	Safety Feature	PCT/GB97/00812				
F92120ID	Indonesia Weston Medical Limited	P-971186	10-Apr-97			
F92120IN	India Weston Medical Limited					
F92120PC	W.I.P.O. Weston Medical Limited	GB/9607549.4	21 Mar 97			
F92120PK	Pakistan Weston Medical Limited					
F92120ZA	Republic of South Africa Weston Medical Limited					
F93060BR	Brazil Weston Medical Limited	PI 9202411-4				
F93060CN	Canada Weston Medical Limited	2072544				

Ref	Country Applicant/Patenfee	Appl No	Appl Date	Patent No	Grant Date	Abandoned
F93060EP	European Patent Weston Medical Limited	92201841.1				
F93060JP	Japan Weston Medical Limited	169583/1992				
F93060MX	Mexico Weston Medical Limited	177752				
P9620183	Multi-dose Needleless Injector					
P9620183	United Kingdom Weston Medical Limited	9620183.5	27 Sept 96			
P9620270	Needleless Injector Accessory					
P9620270	United Kingdom Weston Medical Limited	9620270.0	30 Sep 96			
P9624870	Needleless Injector Capsule					
P9624870	United Kingdom Weston Medical Limited	9624870.3	29 Nov 96			
P9703898	Atomising Pump					
P9703898	United Kingdom Weston Medical Limited	9703898.8	25 Feb 97			

Ref	Country Applicant/Patentee	Appl. No.	Appl. Date	Patent No.	Grant Date	Abandoned
P9705292.2	Multidose Injector					
	United Kingdom Weston Medical Limited	9705292.2	14 Mar 97			
P9703918	Fluid Metering Dispenser					
P9703918	United Kingdom Weston Medical Limited	9703918.4	25 Feb 97			
P9713368	Flame Control					
P9713368	United Kingdom Weston Medical Limited	9713368	25-Jun-97			



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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. 02865476

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OF INTELLECTUAL PROPERTY RIGHTS AND FLOATING CHARGE DATED THE 25th SEPTEMBER 1997 AND CREATED BY WESTON MEDICAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i GROUP PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th OCTOBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th OCTOBER 1997.

A handwritten signature in cursive script, reading "R. N. Owens".

RICHARD NEIL OWENS

for the Registrar of Companies



C O M P A N I E S   H O U S E

LS/KR  
15-10-97  
TN