

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

DEBENTURE

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GULLANE ENTERTAINMENT LIMITED		02/14/2003	COMPANY REGISTERED IN ENGLAND AND WALES:

## RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	5 THE NORTH COLONNADE, CANARY WHARF
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	E14 4BB
Entity Type:	BANK:

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	1992552

## CORRESPONDENCE DATA

Fax Number: (212)878-8375

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 878-8000

Email: trademark.group@cliffordchance.com

Correspondent Name: Clifford Chance US LLP

Address Line 1: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:

100528/1 LON. B1227/25806

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine F. Benton

Total Attachments: 6

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CLIFFORD  
CHANCE

LIMITED LIABILITY PARTNERSHIP

We hereby certify this to  
be a true copy of the original  
Signed: Clifford Chance LLP  
CLIFFORD CHANCE  
LIMITED LIABILITY PARTNERSHIP  
200 Aldersgate Street  
London EC1A 4J

EXECUTION COPY

DATED 14 FEBRUARY 2003

GULLANE ENTERTAINMENT LIMITED

AS COMPANY

IN FAVOUR OF

BARCLAYS BANK PLC

AS SECURITY TRUSTEE

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DEBENTURE

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To: H.M. Chief Land Registrar. Note: This deed contains (in Clause 5.4 (*Land Registration*))  
an application to enter a restriction on the Proprietorship Register and (in Clause 5.6 (*Further  
Advances*)) an application to enter a notice on the Charges Register.

TRADEMARK

REEL: 002678 FRAME: 0842

THIS DEBENTURE is made on

14

February 2003

BY

- (1) **GULLANE ENTERTAINMENT LIMITED** registered in England and Wales with company number 2120124 (the "Company") in favour of
- (2) **BARCLAYS BANK PLC** as security trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "Security Trustee" which expression shall include any person for the time being appointed as security trustee or as an additional security trustee for the purpose of, and in accordance with, the Facility Agreement).

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Terms defined in the Facility Agreement shall, unless otherwise defined in this Debenture, have the same meaning when used in this Debenture and in addition:

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights.

"Assigned Account" means the Cash Collateral Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and all Related Rights.

"Cash Collateral Account" means an interest bearing account with the following details:

Barclays Bank PLC	
75 Wall Street	
New York	
SWIFT Address:	BARC US 33
Account:	GSU Re: Agency Loans
Account No:	050036211
Reference:	GSU/Gullane Entertainment Cash Collateral

(and any renewal or redesignation thereof) maintained with the Security Trustee by the Company into which the Cash Collateral is paid pursuant to the terms of the Facility Agreement.

"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law.

Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Debenture) and/or any Hedging Agreement including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities. Provided that neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

**3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

**3.1 Fixed Charges**

The Company hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date hereof shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

3.1.1 the Real Property

3.1.2 the Intellectual Property;

3.1.3 any goodwill and rights in relation to the uncalled capital of the Company;

3.1.4 the Investments; and

3.1.5 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

**3.2 Assignments**

The Company hereby assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time (subject to obtaining any necessary consent to that assignment from any third party) in all rights and claims in relation to any Assigned Account.

**3.3 Floating Charge**

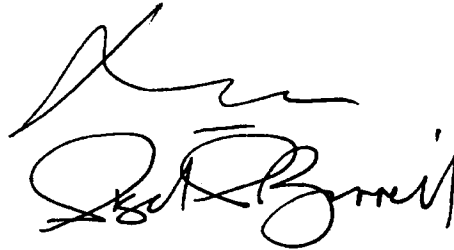
The Company hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of

**The Company**

EXECUTED as a DEED  
by GULLANE ENTERTAINMENT LIMITED

Director

Director/Secretary



Address: Maple House  
149 Tottenham Court Road  
London, W1T 7NF

Fax: 020 7387 3722

Attention: Nigel Birrell

**The Security Trustee**

**BARCLAYS BANK PLC**

By:

Address: 5 The North Colonnade  
Canary Wharf  
London, E14 4BB

Fax:

Attention: Frank Rogers

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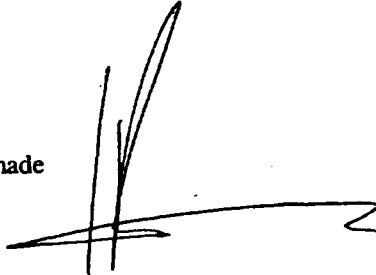
Attention: Nigel Birrell

**The Security Trustee**

**BARCLAYS BANK PLC**

By:

Address: 5 The North Colonnade  
Canary Wharf  
London, E14 4BB



Fax:

Attention: Frank Rogers

### SCHEDULE 3 INTELLECTUAL PROPERTY

#### TRADEMARKS OWNED BY GULLANE ENTERTAINMENT LIMITED

12 February 2003

Proprietor	Country	Trademark	International classes	Application Number	Registration Number	Status	Renewal Date	Application Date	Registration Date
Gullane Entertainment Limited	Australia	BRITT ALLCROFT Stylised	28	631895	631895	REG	09/06/04	09/06/94	09/06/94
Gullane Entertainment Limited	Canada	BRITT ALLCROFT Stylised	9, 28	808279	TMA479850	REG	07/08/12	27/03/96	07/08/97
Gullane Entertainment Limited	Community	BRITT ALLCROFT Stylised	9, 16, 25, 28, 41	883066		PEN		21/07/98	
Gullane Entertainment Limited	Japan	BRITT ALLCROFT Stylised	16	4-139301	4130216	REG	03/04/2008	13/07/1992	03/04/1998
Gullane Entertainment Limited	Japan	BRITT ALLCROFT Stylised	28	8-4770	4355121	REG	28/01/2010	16/03/1995	28/01/2000
Gullane Entertainment Limited	Japan	BRITT ALLCROFT Stylised	29	4-139303	3010035	REG	30/11/2004	13/07/1992	30/11/1994
Gullane Entertainment Limited	Japan	BRITT ALLCROFT Stylised	30	4-139304	3065498	REG	31/08/2005	13/07/1992	31/08/1995
Gullane Entertainment Limited	New Zealand	BRITT ALLCROFT Stylised	28	237611	B237611	REG	07/06/15	07/06/94	18/10/96
Gullane Entertainment Limited	South Africa	BRITT ALLCROFT Stylised	28	937172	937172	REG	19/08/03	19/08/93	19/08/93
Gullane Entertainment Limited	South Africa	BRITT ALLCROFT Stylised	9	937171	937171	REG	19/08/03	19/08/93	19/08/93
Gullane Entertainment Limited	South Korea	BRITT ALLCROFT Stylised	43 - local class	1992-17650	269553	REG	20/07/2003	26/06/1992	20/07/1993
Gullane Entertainment Limited	Taiwan	BRITT ALLCROFT Stylised	78 - local class	81036877	596913	REG	30/04/2003	24/07/1992	01/05/1993
Gullane Entertainment Limited*	Thailand	BRITT ALLCROFT Stylised	28	237757	KOR14038	REG		30/11/1992	30/11/1992
Gullane Entertainment Limited	United Kingdom	BRITT ALLCROFT Stylised	28	1571200	1571200	REG	06/05/11	06/05/94	06/05/94
Gullane Entertainment Limited	US	BRITT ALLCROFT Stylised	28	74/616186	1992552	REG	13/08/2006	28/12/1994	13/08/1996
Gullane Entertainment Limited	Australia	GULLANE	9, 16, 25, 28, 41	848844	848844	REG	04/09/10	04/09/00	04/09/00
Gullane Entertainment Limited	Community	GULLANE	9, 16, 25, 28, 41	1640770	1640770	REG	04/05/10	04/05/00	04/05/00
Gullane Entertainment Limited	Tramemark	GULLANE	28	646462	646462	REG	03/10/08	03/10/01	03/10/01
Gullane Entertainment Limited	New Zealand	GULLANE	9	646459	646459	REG	03/10/08	03/10/01	03/10/01
Gullane Entertainment Limited	New Zealand	GULLANE	25	646461	646461	REG	03/10/08	03/10/01	03/10/01
Gullane Entertainment Limited	New Zealand	GULLANE	41	646463	646463	REG	03/10/08	03/10/01	03/10/01
Gullane Entertainment Limited	New Zealand	GULLANE	16	646460	646460	REG	03/10/08	03/10/01	03/10/01

\* Trade mark has been renewed