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12-02-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Linpac Plastics Limited
(formerly Linpac Plastics International Limited)

- ☐ Individuals
- ☐ General Partnership
- ☐ Corporation-State
- ✓ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ✓ No

2. Name and address of receiving party(ies):

Name: Deutsche Bank AG London
Internal Address: Winchester House
Street Address: 1 Great Winchester Street
City: London State: ZIP: EC2N 2DB
United Kingdom

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation
- ✓ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ✓ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ✓ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Security Interest
- ✓ Other
- ☐ Merger
- ☐ Change of Name

Debenture creating a fixed charge over the trade marks referred to therein.

Execution Date: 9 September 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2339604, 2295272, 2330643, 2339605, 2297558, 2337107, 1799405, 2297559, 2339606

Additional numbers attached? ☐ Yes ✓ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Nunn
Internal Address: White & Case
Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registration involved: 9

7. Total fee (37 CFR 3.41): $240

- ☐ Enclosed
- ✓ Authorized to be charged to deposit account

8. Deposit account number:
231705

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of our knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

TIM TAYLOR		14/11/03
Name of Person Signing for and on behalf of Deutsche Bank AG London	Signature	Date
M. I. TENTORI		17/11/03
Name of Person Signing for and on behalf of Linpac Plastics Limited	Signature	Date

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9 September 2003

DEBENTURE

Between

LINPAC PLASTICS LIMITED
as Company

and

DEUTSCHE BANK AG LONDON
as Security Agent

To: HM Chief Land Registrar

Note: This Debenture contains, in Clause 25, an application to enter a restriction on the Proprietorship Register and an application to enter a notice on the Charges Register

WHITE & CASE

7-11 Moorgate
London EC2R 6HH

TRADEMARK
REEL: 002875 FRAME: 0781

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THIS DEBENTURE is made on 9 September, 2003 between the following parties:

(1) **LINPAC PLASTICS LIMITED** a company incorporated in England and Wales (registered number 949597) having its registered office at Evan Cornish House, Windsor Road, Louth, Lincolnshire, LN11 0LX (the **"Company"**); and

(2) **DEUTSCHE BANK AG LONDON** as security agent and security trustee for the Secured Creditors (the **"Security Agent"**, which expression includes any person which is for the time being the security agent and security trustee (or a co-trustee of the security trustee) for the Secured Creditors).

BACKGROUND

(A) The Lenders and the Mezzanine Lenders are willing to make certain loan, documentary credit and ancillary facilities available to the Borrowers on the terms and subject to the conditions set out in the Senior Facilities Agreement and the Mezzanine Facilities Agreement. One of those conditions being that the Company enter into this Debenture as security for its Liabilities as borrower and guarantor under and in relation to the Senior Facilities Agreement and the Mezzanine Facilities Agreement and as security for the Liabilities of the other Obligors under the same agreement.

(B) The Board of Directors of the Company is satisfied that the Company is entering into this Debenture for the purposes of its business and that its doing so benefits the Company.

(C) The Company and the Security Agent intend this Debenture to take effect as a Deed.

(D) The Security Agent holds the benefit of this Debenture on trust for itself and the other Secured Creditors on the terms and subject to the conditions of the Intercreditor Agreement.

1. INTERPRETATION

1.1 Definitions

In this Debenture the following terms have the meanings given to them in this Clause.

"Account" means each account maintained by the Company with a bank or other financial institution.

"Acknowledgement" means a duly completed acknowledgement of assignment in the form set out in the relevant Part of Schedule 2 (*Forms of Acknowledgement of Assignment*) being:

(a) Part IB in the case of Insurances; and

(b) Part IIB in the case of Assigned Accounts;

"Assigned Account" means:

(a) the Accounts identified in Part IV of Schedule 1 (*Assigned Accounts*) and any renewal or redesignation thereof; and

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(b) any other Account designated in writing as such by the Security Agent in consultation with the Company.

"Assigned Deposit" means the balance from time to time standing to the credit of an Assigned Account, including all interest credited to such Assigned Account and the Company's right, title and interest in and to the benefit of such Assigned Account and to the Indebtedness represented by such credit balance.

"Blocked Account" means each interest bearing account maintained with the Security Agent in the name of the Company for the purposes of Clause 12.3 (*Excess Cash Flow*) of the Senior Facilities Agreement or as otherwise required by the terms of the Senior Facilities Agreement or the Mezzanine Facilities Agreement and charged or otherwise secured in favour of the Security Agent.

"Charged Accounts" means:

(a) each Collateral Account;

(b) each Blocked Account;

(c) each Account maintained by the Company with the Security Agent identified in Part V of Schedule 1 (*Charged Accounts*) and any renewal or redesignation thereof; and

(d) any other Account maintained by the Company with the Security Agent designated in writing as a Charged Account by the Security Agent.

"Charged Deposit" means the balance from time to time standing to the credit of a Charged Account, including all interest credited to such Charged Account and the Company's right, title and interest in and to the benefit of such Charged Account and to the Indebtedness represented by such credit balance.

"Collateral Account" has the meaning specified in Clause 8.4(a)(ii) (*Accounts and Receipts*).

"Default Rate" means, in relation to an unpaid sum, the rate specified in Clause 29 (*Default Interest*) of the Senior Facilities Agreement.

"Deposits" means, from time to time, the Assigned Deposits and the Charged Deposits at such time and **"Deposit"** means any one of them as the context may require.

"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest.

"Intellectual Property Rights" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests

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(including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same).

"Investments" means:

(a) the Shares and any other stocks, debentures, bonds, loan stocks, warrants and other securities of any kind whatsoever; and

(b) units in Unit Trust Schemes.

"Liability" means any obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever.

"Material Leasehold Property" means any property leased by the Company on a long lease (as defined in Section 59(3) of the Landlord and Tenant Act 1987).

"Part Moor Lane Property" means any or all of the property located at Moor Lane Trading Estate, Sherburn-in-Elmet, LS25 6ES and with registered title number(s) NYK11678, NYK129048, NYK273166 and NYK809 and any registered title numbers derived therefrom.

"Notice of Assignment" means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 2 (*Notices of Assignment*) being:

(a) Part IA, in the case of Insurances; and

(b) Part IIA, in the case of Assigned Accounts.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any re-enactment, variation or modification of any of them and any orders, regulations or permissions made, issued or granted under or by virtue of the foregoing Acts or any of them.

"Realisation Account" means each account maintained from time to time by the Security Agent for the purposes of Clause 11.7 (*Realisation Accounts*).

"Real Property" means freehold or Material Leasehold Property in England and Wales and any other land, buildings or erections anywhere in the world and any estate or interest therein, and any reference to Real Property includes all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon.

"Receiver" means any administrative receiver, receiver and/or manager or any other receiver (whether appointed pursuant to this Debenture or pursuant to any statute, by a court or otherwise) of all or any of the Secured Assets.

"Related Rights" means, in relation to any Investment of the Company:

(a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment; and

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(b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment.

"Report on Title" means any report on title from time to time in relation to any Real Property of the Company addressed to the Finance Parties or any of them or a copy of which has been provided by or on behalf of the Company to the Security Agent for and on behalf of the Finance Parties.

"Secured Assets" means all of the assets, rights, title, interests and benefits of the Company from time to time the subject of the Security.

"Secured Creditors" means each of the Finance Parties and any Receiver appointed under this Debenture.

"Secured Obligations" means all present and future Liabilities of the Company and any other Obligor to the Secured Creditors (or any of them) under or in relation to any one or more of the Finance Documents provided that no Liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) would be unlawful or prohibited by any applicable law.

"Security" means the security created or purported to be created by this Debenture.

"Security Period" means the period beginning on the date of this Debenture and ending on the date upon which the Security Agent is satisfied that:

(a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Company or any other Obligor under any of the Finance Documents; and

(b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Senior Facilities Agreement" means the senior facilities agreement dated 20 June 2003 (as amended and restated on 20 August 2003) by LINPAC Group Holdings Limited (formerly PICNAL Limited) as parent, the Original Borrowers (as defined therein), the Original Guarantors (as defined therein), Deutsche Bank AG London as mandated lead arranger, agent and security agent and the financial institutions named therein as lenders.

"Shares" means the shares identified in Part III of Schedule 1 (*Shares*) (if any) and all other shares in the capital of any company now or in the future legally or beneficially owned by the Company and/or any nominee on its behalf.

"Unit Trust Scheme" has the meaning set out in Section 237(2) of the Financial Services and Markets Act 2000.

1.2 Defined Terms

Unless this Debenture provides otherwise or the context otherwise requires, a term which is defined (or expressed to be subject to a particular construction) in the Senior Facilities

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Agreement or in the Intercreditor Agreement (as the case may be) shall have the same meaning (or be subject to the same construction) in this Debenture.

1.3 Continuing Events of Default

An event which constitutes an Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue unremedied and (b) neither the Agent (being duly authorised to do so) nor the Lenders have waived such of its or their rights under the Finance Documents as arise as a result of the occurrence of that event.

1.4 Incorporation of Terms

The terms of the Finance Documents are incorporated into this Debenture to the extent required for any purported disposition contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 References to Agreements

Unless otherwise stated, any reference in this Debenture to any agreement or document (including any reference to this Debenture or any other Finance Document) shall be construed as a reference to:

(a) such agreement or document as amended, restated, varied, novated or supplemented from time to time;

(b) any other agreement or document whereby such agreement or document is so amended, varied, supplemented or novated; and

(c) any other agreement or document entered into pursuant to or in accordance with any such agreement or document.

1.6 Certificates

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

1.7 Statutes

Any reference in this Debenture to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

1.8 Nominees

If the Security Agent requires Shares or any other asset to be registered in the name of a nominee for the Security Agent, any reference in this Debenture to the Security Agent shall, if the context so permits or requires, be construed as a reference to each of the Security Agent and such nominee.

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1.9 Third Party Rights

A person which is not a party to this Debenture (a **"third party"**) shall have no rights to enforce the provisions of this Debenture save for:

(a) those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect;

(b) a person who is a co-trustee (with the Security Agent) for the Secured Creditors under the Intercreditor Agreement whether or not it is a party to the Intercreditor Agreement;

(c) each third party referred to in paragraph (c) of Clause 8.11 (*Environmental Matters*) as an Indemnified Party shall have the right to enforce that provision; and

(d) each of the Secured Creditors in connection with Clause 23.4 (*Currency Indemnity*),

provided also that this Debenture may be rescinded or altered without the consent of any third party referred to in paragraph (b), (c) or (d) of this Clause 1.9.

1.10 Clause and Schedule Headings

(a) Unless otherwise stated, any reference in this Debenture to a Clause or a Schedule shall be construed as a reference to a clause or a schedule of or to this Debenture.

(b) Clause and Schedule headings are for ease of reference only and shall not affect the construction or interpretation of this Debenture.

2. COVENANT TO PAY

2.1 Covenant to Pay

The Company agrees, as primary obligor and not only as a surety, that promptly on demand of the Security Agent it will pay to the Security Agent any Secured Obligation which is due and payable but unpaid.

2.2 Interest

Any Secured Obligation which is owed by the Company under this Debenture and is not paid when due shall bear interest at the Default Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) until so paid.

2.3 Payments

Any payment made by the Company under this Debenture shall be made free and clear of and without any deduction for or an account of any set-off or counterclaim and in such manner as the Security Agent may require.

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3. FIXED CHARGES

The Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the secured creditors on the terms set out in the Intercreditor Agreement:

(a) by way of first legal mortgage, all of the Real Property (if any) specified in Part I of Schedule 1 (*Real Property*) and all other Real Property now vested in the Company and the proceeds of sale of all or any part thereof;

(b) by way of first fixed charge (but in the case of paragraphs (iv), and (ix), only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):

(i) to the extent not effectively charged pursuant to paragraph (a) of this Clause 3, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of this Debenture and the proceeds of sale of all or any part thereof;

(ii) all of the Charged Deposits;

(iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by the Company;

(iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Company is now or may at any future time become entitled;

(v) any interest, claim or entitlement of the Company in, to or in respect of any pension fund;

(vi) all the present and future goodwill of the Company (including all brand names not otherwise subject to a fixed charge or assignment under this Debenture);

(vii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence;

(viii) all the present and future uncalled capital of the Company; and

(ix) all the present and future Intellectual Property Rights of the Company including, without limitation, the patents and trade marks specified in Part II of Schedule 1 (*Intellectual Property Rights*) (if any).

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4. ASSIGNMENTS

4.1 Assignments

Subject to Clause 4.2 (*Non-Assignable* Rights), the Company assigns to the Security Agent to hold the same on trust for the secured creditors on the terms set out in the Intercreditor Agreement with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations:

(a) all of its benefits in, to or in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the Company is now or may at any future time become entitled;

(b) all of the Assigned Deposits; and

(c) to the extent not effectively charged pursuant to paragraph (b)(ix) of Clause 3 (*Fixed Charges*), all of its present and future Intellectual Property Rights.

4.2 Non-Assignable Rights

The Company declares that to the extent that any right, title, interest or benefit described in Clause 4.1 (*Assignments*) is for any reason not effectively assigned pursuant to Clause 4.1 for whatever reason, the Company shall:

(a) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations; and

(b) promptly notify the Security Agent of the same and the reasons therefor and thereafter take such steps as the Security Agent may reasonably require to remove such prohibition or other reason for such incapacity.

4.3 Notice of Assignment

The Company shall promptly upon the execution of this Debenture and thereafter upon the reasonable request of the Security Agent, give notice of the assignments of its rights, title, interests and benefits pursuant to Clause 4.1 (*Assignments*) in, to and in respect of the Insurances and the Assigned Deposits by sending a Notice of Assignment to:

(a) in relation to the Insurances, each of the other parties to each such Insurance; and

(b) in relation to the Assigned Deposits, each bank or other financial institution with which the relevant Assigned Account is maintained,

and the Company shall use all its reasonable endeavours to procure that within 28 days of the date of the relevant Notice of Assignment the recipient thereof acknowledges the same in the form of the relevant Acknowledgement.

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5. FLOATING CHARGE

5.1 Creation of Floating Charge

The Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Creditors on the terms set out in the Intercreditor Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not expressed to be charged pursuant to Clause 3 (*Fixed Charges*) or effectively assigned pursuant to Clause 4 (*Assignments*).

5.2 Conversion of Floating Charge

(a) The Security Agent may, by notice to the Company, convert the floating charge hereby created with immediate effect into a fixed charge if:

(i) the Security becomes enforceable in accordance with Clause 11 (*Enforcement of Security*);

(ii) the Security Agent considers in good faith any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy but only in respect of those Secured Assets; or

(iii) the Security Agent considers such conversion to be necessary to protect the priority of the Security,

and such fixed charge shall apply to all assets the subject of the floating charge unless, and to the extent that, such notice otherwise specifies.

(b) The floating charge created under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge as regards all the assets subject to the floating charge at such time:

(i) upon the convening of any meeting of the members of the Company to consider a resolution to wind up the Company (or not to wind up the Company);

(ii) upon the presentation of a petition to compulsorily wind up the Company or the presentation or making of an application for a warrant of execution, writ of fieri facias or third party debt order or charging order in respect of any of the Secured Assets the subject of the floating charge under this Debenture; or

(iii) if the Company fails to comply with its covenant in Clause 8.1 (*Negative Pledge*) of this Debenture, but only in respect of the relevant Secured Assets.

(c) The giving of notice by the Security Agent pursuant to paragraph (a) of this Clause in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Creditors (or any of them) under any Finance Document.

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6. CONTINUING SECURITY

6.1 Continuing and Independent Security

The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Creditor may hold at any time for the Secured Obligations or any of them.

6.2 New Accounts

If the Security Agent receives notice of any Encumbrance created or arising after the date of this Debenture in respect of the Secured Assets or any of them or makes demand of the Company for payment of any or all of the Secured Obligations:

(a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and

(b) thereafter any amounts paid to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under this Debenture, shall be credited (or be treated as having been credited) to that new account and not treated as having been applied in or towards payment of all or any of the Secured Obligations.

6.3 Avoidance of Payments

Where any release or discharge or other arrangement in respect of any Secured Obligation or any security the Security Agent may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Security Agent has conceded or compromised any claim that any payment or other disposition will or should be avoided or repaid, this Debenture and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

6.4 Immediate Recourse

Neither the Security Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it by this Debenture or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations (or any of them).

6.5 Waiver of Defences

Neither the obligations of the Company under this Debenture, nor the Security and the rights, powers and remedies conferred on the Security Agent by this Debenture or by law shall be discharged, impaired or otherwise affected by:

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(a) the winding-up, dissolution, administration or re-organisation of any Obligor or any other person or any change in the status, function, control or ownership of any Obligor or any such person;

(b) any of the Secured Obligations or any other security held by the Security Agent or any other Secured Creditor in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;

(c) any time or other indulgence being granted or agreed to or with any Obligor or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Agent or any other Secured Creditor in respect thereof;

(d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect thereof;

(e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;

(f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect of the Secured Obligations or any of them; or

(g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under this Debenture, the Security or any of the rights, powers and remedies conferred on the Security Agent by this Debenture or by law.

6.6 No Competition

Any right which the Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of any Obligor or any other person or its estate in competition with the Security Agent or any other Secured Creditor, shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Security Agent for application in accordance with the terms of this Debenture as if such moneys, rights or security were held or received by the Security Agent under this Debenture.

6.7 Appropriation

Neither the Security Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Agent for application pursuant to the terms of this Debenture.

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7. REPRESENTATIONS AND WARRANTIES

The Company makes the representations and warranties set out in Clauses 7.1 (*Investments*) to 7.4 (*Intellectual Property Rights*) to each Secured Creditor and acknowledges that each of the Secured Creditors has entered into the Finance Documents to which it is party in reliance on such representations and warranties.

7.1 Investments

(a) It is the sole beneficial owner of each of its Investments and any Related Rights relating thereto and it and/or its nominee is the legal owner of its Investments and all such Related Rights.

(b) Its Investments and all Related Rights relating thereto are within the Company's disposition and control and the terms of each Investment and each Related Right, if applicable, and of the Memorandum and Articles of Association or other constitutive documents of each issuer of such Investments do not restrict or otherwise limit the Company's ability to transfer, mortgage, charge or otherwise grant security in respect of any of its Investments and/or the Related Rights relating thereto.

(c) It will not take any action whereby the rights attaching to, or the Security over, its Investments and the Related Rights relating thereto are altered, diluted or otherwise adversely affected except with the prior written consent of the Security Agent.

(d) Its Investments and the Related Rights relating thereto are fully paid or credited as fully paid and no calls have been made in respect of them which remain unpaid nor can any calls be made in respect of them in the future.

(e) Save as otherwise expressly permitted under the Finance Documents, it has not sold or granted any rights of pre-emption over or agreed to sell or grant any right of pre-emption over or otherwise disposed of or agreed to dispose of the benefit of all or any of its rights, title, interests or benefits in, to or in respect of all or any of its Investments or any of the Related Rights relating thereto.

7.2 Reports on Title

All the information supplied by it in connection with the preparation of any Reports on Title is complete and true in all material respects and no information has been omitted which, if disclosed, might reasonably be expected to affect adversely the value of the Real Property the subject of any such Report on Title, the Security to the extent it relates to such Real Property, or the decision of any Secured Creditor in considering whether to provide finance to the Borrowers.

7.3 Real Property

Save as disclosed in writing to the Security Agent prior to the date hereof, or as otherwise expressly permitted under the Finance Documents:

(a) the Company is the legal and beneficial owner of all the Real Property specified in Part I of Schedule 1 (*Real Property*);

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(b) all of the Real Property owned by the Company is free from any mortgage, debenture, charge, rent charge or any other Encumbrance (save for those created by or pursuant to this Debenture);

(c) there subsists no breach of any Planning Acts, bye-laws or local authority or statutory requirements which materially and adversely affects or which might materially and adversely affect the value of the Real Property owned by the Company, or any part thereof;

(d) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Real Property owned by the Company, or any part thereof (save for those created by or pursuant to this Debenture);

(e) nothing has arisen or been created or is subsisting which would be or would create an overriding interest over the Real Property owned by the Company, or any part thereof;

(f) no facilities necessary for the enjoyment and use of the Real Property owned by the Company, or any part thereof are enjoyed by such Real Property on terms entitling any person to terminate or curtail its or their use;

(g) the Company has received no notice of any adverse claims by any person in respect of the ownership of the Real Property owned by the Company, or any part thereof or any interest in it, nor has any acknowledgement been given to any person in respect of any such claim on any such Real Property; and

(h) the Real Property owned by the Company, or any part thereof is free from any tenancies or licences.

7.4 Intellectual Property Rights

The Intellectual Property Rights specified in Part II of Schedule 1 (*Intellectual Property Rights*) represents a complete list of the Company's Intellectual Property Rights in respect of patents and trademarks.

7.5 Repetition

The representations and warranties set out in Clauses 7.1 (*Investments*) to 7.4 (*Intellectual Property Rights*):

(a) shall survive the execution of each Finance Document and each drawdown under the Senior Facilities Agreement and the Mezzanine Facilities Agreement; and

(b) are made on the date of this Debenture and are deemed to be repeated on the date of each Utilisation Request or Drawdown Request (as defined under the Mezzanine Facilities Agreement), as the case may be, each Utilisation Date or Drawdown Date (as defined under the Mezzanine Facilities Agreement), as the case may be, and on the last day of each Interest Period and each Interest Period (as defined under the Mezzanine Facilities Agreement) with reference to the facts and circumstances then existing.

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8. UNDERTAKINGS

8.1 Negative Pledge

The Company will not create or permit to subsist any Encumbrance over all or any of its present or future assets other than:

(a) Encumbrances constituted by or created pursuant to any of the Finance Documents; and

(b) other Encumbrances expressly permitted under the terms of the Finance Documents,

and will not dispose of any of its assets save to the extent and in the manner expressly permitted under the Finance Documents.

8.2 No Action

The Company shall not take any action which would cause any of the representations and warranties made in Clause 7 (*Representations and Warranties*) to be untrue at any time during the Security Period.

8.3 Accounts and Receipts

(a) The Company will:

(i) deliver to the Security Agent on the date of this Debenture details of each of its Accounts (and thereafter, if any change in such detail (including any renewal or redesignation of any such Account) occurs or any new Account is opened, details of such change or new Account promptly following such change or opening) and shall not, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to, or close, any such Account; and

(ii) open such new Accounts with the Security Agent, as the Security Agent shall require from time to time (whether before or after the Security has become enforceable) for the purposes of paragraph (e) of this Clause (each a "**Collateral Account**").

(b) Until the end of the Security Period, the Security Agent (in its capacity as the bank with whom each Charged Account is maintained) shall have no obligation to repay any Charged Deposit (and any interest thereon shall be credited to the relevant Charged Account as the case may be), subject to the Finance Documents.

(c) The benefit of each Charged Account shall not be capable of assignment or charge (save pursuant to this Debenture) in whole or in part and the Company agrees that it will not assign (whether by way of sale or mortgage), charge or otherwise seek to deal with or dispose of all or any part of any Charged Deposit without the prior written consent of the Security Agent (in its capacity as Security Agent hereunder).

(d) The Company authorises the Security Agent (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any

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Charged Account or other document relating to any Charged Account with a statement to the effect that:

(i) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Security Agent;

(ii) the Company has agreed not to assign, charge or otherwise deal with the indebtedness evidenced by such Charged Account without the prior written consent of the Security Agent; and

(iii) the benefit of such Charged Account is subject to a first fixed charge or an assignment (as the case may be) in favour of the Security Agent as Security Agent for the Secured Creditors.

(e) If and to the extent that the Security Agent so specifies, at any time after the Security has become enforceable, the Company shall:

(i) pay the proceeds of such of the Company's assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other monies received by the Company as the Security Agent may require into such Collateral Account(s) as the Security Agent may from time to time specify; and

(ii) not withdraw all or any moneys (including interest) standing to the credit of any Collateral Account except with the prior written consent of the Security Agent.

(f) Upon the Security becoming enforceable, the Security Agent shall be deemed to have designated in writing all Accounts maintained with banks or other financial institutions other than the Charged Accounts or other Accounts maintained with the Security Agent as Assigned Accounts and shall be deemed to have designated all Accounts maintained with the Security Agent which are not at that time Charged Accounts as Charged Accounts and at any time thereafter, the Security Agent may:

(i) in relation to such new Assigned Accounts, require the Company to, and the Company shall thereupon, serve a Notice of Assignment in the appropriate form on each bank or other financial institution with which any such Account is maintained and the Company shall comply with its obligation under Clause 4.3 (*Notice of Assignment*) to obtain an Acknowledgement of each such Notice of Assignment; and

(ii) exercise from time to time, all rights, powers and remedies of the Company in relation to any or all of its Accounts, including to demand and receive all and any monies standing to the credit of any such Account.

8.4 Investments

(a) The Company shall forthwith upon the execution of this Debenture deliver to the Security Agent (i) the share certificates and (ii) stock transfer form(s) (executed in blank by or on behalf of the Company or its nominee as appropriate), each in respect of the Shares specified in Part III of Schedule 1 (*Shares*).

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(b) The Company will, forthwith upon it (or any nominee of the Company) becoming the beneficial or registered owner of any Shares after the date of this Debenture, deliver to the Security Agent the share certificates, together with blank stock transfer form(s) in respect of such Shares duly executed by or on behalf of the Company (or its nominee as appropriate).

(c) The Company shall deposit with the Security Agent (or as the Security Agent may direct) all other certificates and other documents of title or evidence of ownership in relation to its Investments and any Related Rights relating thereto and shall execute and deliver to the Security Agent all such other transfer forms and other documents of title or other documents as may be requested by the Security Agent in order to enable the Security Agent (or its nominee) to become registered as the owner, or otherwise obtain legal title to, the same.

(d) The Company shall not, by the exercise of any voting rights or otherwise, permit or agree to (i) any variation of the rights attaching to or conferred by all or any part of its Investments, or (ii) any increase in the issued share capital of any company whose shares are charged pursuant to this Debenture or (iii) any other matter which, in the opinion of the Security Agent would, or would be reasonably likely to, impair the value of, or prejudice the ability of the Security Agent to realise, the Security in relation to any of the Company's Investments and/or the Related Rights relating thereto.

(e) The Company shall pay when due all calls or other requests for payments due in respect of any of its Investments and the Related Rights.

(f) The Company shall, forthwith upon receipt by it, forward to the Security Agent any material notices, reports, accounts circulars or any other documents relating to any of its Investments or the Related Rights.

(g) At any time prior to the Security becoming enforceable, the Company shall be entitled to receive and retain all dividends, interest and other money arising from its Investments and the Related Rights and, subject to paragraph (d) above, to exercise all voting rights in relation to its Investments provided that at any time after the Security has become enforceable, the Security Agent may at its discretion (in the name of the Company or otherwise and without any further consent or authority from the Company):

(i) exercise (or refrain from exercising) any voting rights in respect of any of the Company's Investments and all other powers and rights conferred on or exercisable by a legal or beneficial owner of the Investments, in each case in such manner as the Security Agent thinks fit;

(ii) apply all dividends, interest and other monies arising from or pursuant to the Company's Investments as if they were proceeds of sale under this Debenture;

(iii) complete all stock transfer forms and other documents of title then held by the Security Agent pursuant to this Debenture in the name of the Security Agent (or its nominee) and the Company shall extend the fullest co-operation to the Security Agent to secure the prompt registration of such transfer and the

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prompt issue of a new certificate or certificates for the relevant Investments in the name of the Security Agent (or its nominee); and

(iv) take such steps as it deems appropriate to ensure that the title in each of the Company's Investments is transferred to the Security Agent (or its nominee).

8.5 Intellectual Property Rights

The Company will:

(a) make such applications for patents and for registration of trade marks or service marks and pay such application, search, translation, registration and renewal fees, and similar amounts as are necessary fully to protect and to keep in force all of its Intellectual Property Rights;

(b) take such steps as may be necessary (including, without limitation, the institution of legal proceedings) to prevent third parties infringing any of its Intellectual Property Rights and (without prejudice to sub-paragraph (a) above) take such other steps as are reasonably practicable to maintain and preserve its interests therein;

(c) not, without the prior written consent of the Security Agent:

(i) sell, assign, transfer, license, mortgage or otherwise dispose of or encumber all or any part of its Intellectual Property Rights; or

(ii) permit any such Intellectual Property Rights to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise;

(d) promptly notify the Security Agent of any existing or future contract for it to acquire (by licence or otherwise) any Intellectual Property Rights or of any application by or on its behalf to register any Intellectual Property Rights; and

(e) in respect of the Intellectual Property Rights specified in Part II of Schedule 1 (*Intellectual Property Rights*) the title to which is registered with the UK Patent Office, the UK Trade Marks Registry or on any other register maintained by any patent or trademark office in any part of the world and against which this Debenture may be noted, and in respect of any future Intellectual Property Rights granted to the Company at any time after the date of this Debenture, forthwith file with the UK Patent Office, the UK Trade Marks Registry or any other patent or trademark office as aforesaid such form (together with the payment of any required fee) as is necessary properly to register the existence of this Debenture and the rights and interests created by it within any applicable time periods.

8.6 Real Property

The Company shall:

(a) ***Repair*** keep or cause to be kept in good and substantial repair and good working order all buildings and erections on its Real Property and all Fixtures and other plant, machinery, implements and other effects for the time being owned by it and where necessary replace the same with items of similar quality and value;

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(b) ***Inspection*** ensure that the Security Agent or any authorised representative of the Security Agent is able at all reasonable times, and on receipt of reasonable notice, to inspect and enter into or onto (as the case may be) any of its Real Property;

(c) ***No Fixings to Real Property*** not fix or permit the affixing of any property to any of its Real Property which property is not itself a Charged Asset;

(d) ***Compliance with Covenants*** duly and punctually perform and at all times observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of its Real Property and indemnify each Secured Creditor in respect of any breach thereof (or if the lessor and, to the extent necessary, ensure that all such matters to be complied with by any third party are so complied with) and not do or suffer to be done any act or thing whereby any lease or leases comprising such Real Property may become liable to forfeiture or otherwise be determined or agree any variation, surrender or termination thereof without the prior written consent of the Security Agent;

(e) ***Acquisitions and Legal Mortgage*** promptly notify the Security Agent in writing upon the acquisition by the Company of any Real Property after the date of this Debenture and of any Encumbrance existing in respect of any Real Property acquired by it after the date of this Debenture and, on demand of the Security Agent and at the cost of the Company, execute and deliver to the Security Agent a legal mortgage (or such other security as the Security Agent may require) in favour of the Security Agent of any Real Property and all Fixtures relating thereto which becomes vested in it after the date of this Debenture to secure the payment or discharge of the Secured Obligations in such form as the Security Agent may require. In the case of any leasehold property in relation to which the consent of the landlord is required in order for the Company to perform any of the foregoing obligations, the Company shall use its reasonable endeavours to obtain such consent promptly and shall notify the Security Agent in writing upon receipt of such consent;

(f) ***User*** use its Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;

(g) ***Development*** not without the prior written consent of the Security Agent, carry out or permit to be carried out on any part of its Real Property any development (within the meaning of that expression in the Planning Acts and being a development in respect of which the permission of the local planning authority is required) or make any application for planning permission;

(h) ***Leases*** not, without the prior written consent of the Security Agent:

(i) grant or agree to grant or otherwise suffer to be created (whether in exercise or independently of, any statutory power) any lease, tenancy, contractual licence or interest to occupy or permit to assign, underlet or part with possession of all or any part of its Real Property;

(ii) accept a surrender of any lease, tenancy, contractual licence or interest to occupy;

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(iii) agree any reduction in the rent payable or release, defer, waive or vary any obligation under, or the terms of, or exercise any option or power to break, determine or extend any such lease; or

(iv) confer upon any person any contractual licence or right to occupy all or any part of its Real Property;

(i) ***HM Land Registry*** in respect of any Real Property which is acquired after the date of this Debenture by or on behalf of the Company, the title to which is or is required to be registered at HM Land Registry under the Land Registration Acts 1996, promptly notify the Security Agent of the title number(s), make the necessary application to HM Land Registry for the registration of the Company as the Registered Proprietor thereof, and contemporaneously with the making of such application to HM Land Registry, apply to HM Chief Land Registrar to enter a Notice in respect of this Debenture in the Charges Register and to enter the restriction set out in Clause 25 (*HM Land Registry*) in the Proprietorship Register in each case in respect of each such registrable title, and shall procure that each such Notice and each such restriction is so entered;

(j) ***Deposit of Title Deeds*** (other than for the Part Moor Lane Property and provided such property is disposed of by the Company by March 1, 2003), deposit with the Security Agent (who shall be entitled to hold the same during the Security Period) (i) all deeds and documents of title relating to its Real Property (whenever acquired by the Company); (ii) all Local Land Charges, Land Charges and Land Registry Search Certificates and similar documents received by or on behalf of the Company within the 3 months immediately prior to the date of this Debenture or, in the event any Real Property is acquired after the date of this Debenture, within the 3 months prior to the acquisition of such Real Property; and (iii) any leases and agreements for lease granted by or to the Company from time to time;

(k) ***Investigation of Title*** grant the Security Agent, or its lawyers on request, all facilities within the power of the Company to enable such lawyers to carry out investigations of title of all or any part of the Real Property of the Company which is or may become subject to this Security, and enquiries into such matters in connection therewith as would usually be carried out by a prudent mortgagee. Such investigations and enquiries shall be at the expense of the Company;

(l) ***Report on Title*** promptly on demand by the Security Agent, provide to the Security Agent a Report on Title in relation to any of its Real Property which is or may become subject to this Security;

(m) ***Compulsory Acquisition*** not, without the prior written consent of the Security Agent, enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Real Property or consent to the compulsory acquisition of any of its Real Property, and, if so requested by the Security Agent, permit the Security Agent or its authorised representatives to conduct such negotiations or to give such consent on the Company's behalf; and

(n) ***Lost Land Certificate*** promptly, following execution of this Debenture, make the necessary application to HM Land Registry to obtain a new Land Certificate for title number WYK225762.

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8.7 Secured Assets

The Company shall:

(a) ***Taxes and Outgoings*** promptly pay, as and when the same shall become payable, all rent, taxes, rates, duties, charges, assessments and outgoings whatsoever payable in respect of any of the Secured Assets and produce to the Security Agent on demand the related receipts;

(b) ***Notices*** promptly, and in any event within 14 days after the receipt by the Company of any application, requirement, order or notice served or given by any public or local or any other authority with respect to any of the Secured Assets, give written notice of the same to the Security Agent and within 7 days of demand produce the same or a copy thereof to the Security Agent together with details of the steps taken or proposed to be taken to comply with any such application, requirement, order or notice;

(c) ***Statutes*** duly and punctually perform and observe all its obligations in connection with the Secured Assets under any present or future statute or any regulation, order or notice made or given;

(d) ***Confirmation of Lessor's Waiver of Rights*** in the case of any plant, machinery or equipment subject to a fixed charge located on leasehold premises (where the Company is not the lessor), obtain written confirmation from the lessor of such premises that it waives absolutely all rights it may have now or at any time in the future over such plant, machinery and/or equipment; and

(e) ***Identification Plaque*** if so requested by the Security Agent, place and maintain on each Charged Asset subject to a fixed charge hereunder, in a conspicuous place, an identification plaque containing the following wording:

> "NOTICE OF CHARGE
>
> This **[*description of relevant Charged Asset*]** is subject to a first fixed charge in favour of Deutsche Bank AG London".

and not conceal, alter or remove such plaque or permit it to be concealed, altered or removed.

8.8 Insurances

The Company shall:

(a) ***Insurance*** insure and keep insured those of the Secured Assets of an insurable nature against loss or damage by fire and other risks normally insured against by persons carrying on the same class of business as that carried on by it (including insurance against business interruption, loss of profits, product liability, professional indemnity, pollution and public liability) and such other risks as the Security Agent shall from time to time in writing reasonably require, in a sum or sums not less than the replacement value thereof if and to the extent appropriate, and otherwise for a reasonable and prudent amount in the circumstances with such reputable insurance company or underwriters as the Security Agent shall approve;

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(b) ***Noting of Interest*** procure that a note of the interest of the Security Agent is endorsed, and the Security Agent is endorsed as loss payee, upon all Insurances which shall at any time during the subsistence of this Security be effected, maintained or held by the Company or any person;

(c) ***Maintenance of Insurance*** not do or omit to do, or permit or suffer to be done or omitted to be done, anything which might render any of the Insurances void, voidable or unenforceable; and

(d) ***Premiums*** promptly pay or procure payment of all premiums and do all other things necessary to keep all of the Insurances in force and, on demand of the Security Agent, produce to the Security Agent on demand the policy, certificate or cover note relating to each Insurance and related premium receipts.

8.9 Representations Untrue

The Company shall notify the Security Agent of the occurrence of any event of which it is aware which will cause or might reasonably be expected to cause any of the representations and warranties contained in Clause 7 (*Representations and Warranties*) to be untrue or incorrect in any respect when made or when deemed to be repeated.

9. FURTHER ASSURANCE

The Company shall from time to time and at its own expense, give such assurances and do all such things as the Security Agent may require or consider desirable to enable the Security Agent to perfect, preserve or protect the Security or to exercise any of the rights conferred on the Security Agent or the Secured Creditors by this Debenture or by law and to that intent the Company shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clauses 3 (*Fixed Charges*) and 4 (*Assignments*) respectively, and shall give all such notices and directions as the Security Agent may consider expedient. The obligations of the Company under this Clause 9 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

10. POWER TO REMEDY

10.1 Power to Remedy

Without prejudice to the Security Agent's rights under Clause 8 (*Undertakings*), if the Company fails to comply with any of its obligations in relation to any of its assets under this Debenture, or the Security Agent reasonably considers that the Company has failed to comply with any such obligations, the Security Agent may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Company will co-operate with and will grant the Security Agent or its agents or contractors such access as the Security Agent may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

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10.2 Indemnification

The Company will indemnify and keep the Security Agent indemnified against all losses, costs, charges and expenses incurred in connection with the exercise of the powers contained in Clause 10.1 (*Power to Remedy*). The exercise by the Security Agent of the powers under Clause 10.1 (*Power to Remedy*) will not render the Security Agent liable to account as mortgagee in possession.

11. ENFORCEMENT OF SECURITY

11.1 Security Enforceable

The Security shall become immediately enforceable if an Event of Default has occurred and, while such Event of Default is continuing, the Agent or the Security Agent notifies the Company of the occurrence of that Event of Default or takes, under any one or more of the Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default.

11.2 Enforcement

At any time after the Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Debenture or by law at such times and in such manner as it thinks fit.

11.3 Rights of the Company on Enforcement

Upon the Security becoming enforceable, the Company may not, without the prior written consent of the Security Agent, withdraw any monies from any Account, compromise, compound, vary, discharge, postpone or release any of its rights to receive monies or otherwise waive any rights of action in relation thereto or do or omit to do anything which may delay or prejudice the full recovery thereof other than, save to the extent the Security Agent otherwise instructs the Company in writing, granting extensions to normal trade credit in accordance with its reasonable and, in the circumstances then prevailing, prudent management of its debtors on a normal commercial basis.

11.4 Power of Sale

At any time after the Security has become enforceable, the Security Agent may (without notice to the Company) sell or otherwise dispose of the Secured Assets or any of them and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Debenture.

11.5 Statutory Powers

For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of this Debenture.

11.6 Law of Property Act

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to any exercise by the Security Agent of its right to consolidate mortgages or its power of sale.

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The statutory powers of leasing conferred on the Security Agent shall be extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant such options as the Agent shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, and Clause 11.2 (*Enforcement*) shall operate as a variation and extension of Section 101 of such Act.

11.7 Realisation Accounts

If the Security Agent (whether by the appointment of a Receiver or otherwise) enforces the Security the Security Agent (or such Receiver) may:

(a) maintain with such bank or banks (or other financial institutions) as it thinks fit one or more Realisation Accounts;

(b) pay the proceeds of any recoveries effected by it into such number of Realisation Accounts as it considers appropriate; and

(c) subject to the payment of any claims having priority to this Security, withdraw amounts standing to the credit of the Realisation Accounts to:

(i) discharge all costs, charges and expenses incurred and payments made by the Security Agent (or such Receiver) in the course of such enforcement;

(ii) pay remuneration to the Receiver as and when the same becomes due and payable; and

(iii) discharge the Secured Obligations as and when the same become due and payable.

12. RECEIVERS

12.1 Appointment of Receivers

The Security Agent may (a) at any time after the Security has become enforceable; (b) if a petition is presented for the making of an administration order in relation to the Company; (c) or the Security Agent has made demand of the Company for payment of any or all of the Secured Obligations; or (d) the Company requires it to do so, by written instrument and without notice to the Company, appoint any one or more persons as Receiver of all or any of the Secured Assets, each such person being entitled to act individually as well as jointly and being for all purposes deemed to be the agent of the Company and shall as such agent be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

12.2 Powers of a Receiver

(a) Every Receiver appointed pursuant to Clause 12.1 (*Appointment of Receivers*) shall have and be entitled to exercise all of the powers set out in paragraph (b) of this Clause 12.2 in addition to those conferred by the Law of Property Act 1925 (as extended by this Debenture) on any receiver appointed under such Act. A Receiver appointed under Clause 12.1 (*Appointment of Receivers*) shall also have all the powers of an administrative receiver under the Insolvency Act 1986 (whether or not such person is an administrative receiver). If at any time there is more than one

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Receiver of all or any part of the Secured Assets, each such Receiver may (unless otherwise stated in any document appointing him) exercise all of the powers conferred on a Receiver under this Debenture individually and separately from each other Receiver.

(b) The powers referred to in the first sentence of paragraph (a) of this Clause 12.2 are:

(i) ***Take Possession*** to take immediate possession of, get in and collect all or any part of the Secured Assets;

(ii) ***Carry on Business*** to carry on the business and management of the Company (in whole or in part) as it may think fit, including the entering into of contracts and the repudiation, rescission or variation of any contract to which the Company is a party, and the acquisition or hiring of assets;

(iii) ***Protection of Assets*** to make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary course of its business or is obliged to do under the terms of this Debenture whether for the protection or for the improvement of the Secured Assets and to commence and/or complete any building operations on the Company's Real Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as it may in his absolute discretion think fit;

(iv) ***Employees*** to appoint, discharge and vary the terms of employment or other engagement of managers, officers, agents, accountants, servants, workmen and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as it may think proper;

(v) ***Borrow Money*** for the purpose of exercising any of the powers, authorities and discretions conferred on it by or pursuant to this Debenture and/or of defraying any costs, charges, losses or expenses (including remuneration) which shall be incurred by it in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of all or any part of the Secured Assets either in priority to the Security or otherwise and generally on such terms and conditions as it may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

(vi) ***Deal with Assets*** to sell, lease, exchange, grant options or licences over, convert into money and realise or otherwise deal with, all or any part of the Secured Assets by public auction or private contract and generally in such manner and on such terms as it shall think proper. Without prejudice to the generality of the foregoing, it may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as it may think fit. Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Company;

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(vii) ***Leases*** to let all or any part of the Real Property for such term and at such rent (with or without a premium) as it may think proper and to accept a surrender of any lease or tenancy thereof on such terms as it may think fit (including the payment of money to a lessee or tenant on a surrender);

(viii) ***Compromise Claims*** to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Secured Assets or any part thereof;

(ix) ***Legal Actions*** to bring, prosecute, enforce, defend and abandon any actions, suits and proceedings in relation to the Secured Assets or any part thereof as may seem to it to be expedient;

(x) ***Receipts*** to give valid receipts for all moneys and execute all assurances and things which it may think proper or desirable for realising the Secured Assets;

(xi) ***Subsidiaries*** to form a Subsidiary or Subsidiaries of the Company (whether by acquisition or otherwise) and to supervise and manage the same and to transfer or otherwise dispose to any such Subsidiary all or any part of the Secured Assets;

(xii) ***Calls*** to make or require the directors of the Company to make calls upon the holders of share capital in the Company and to enforce payment of any unpaid calls as it sees fit;

(xiii) ***Guarantees and Indemnities*** to enter into or otherwise grant guarantees, indemnities or otherwise incur obligations in respect of the liabilities of third parties and to make payments due in relation to the same; and

(xiv) ***General Powers*** to do all such other acts and things as it may consider desirable or necessary for realising all or any part of the Secured Assets or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Debenture; to exercise in relation to all or any part of the Secured Assets all such powers, authorities and things as it would be capable of exercising if it were the absolute beneficial owner of the same; and to use the name of the Company for all or any of such purposes.

12.3 Removal and Remuneration

The Security Agent may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it.

12.4 Security Agent's Rights

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Debenture (either expressly or impliedly) upon a Receiver in respect of the Secured Assets may, after the Security has become enforceable, be exercised

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by the Security Agent in relation to the whole or any part of the Secured Assets irrespective of the appointment of a Receiver of all or any part of such Secured Assets.

13. APPLICATION OF PROCEEDS

Any moneys held or received by the Security Agent or by any Receiver appointed by it under or pursuant to this Debenture shall be applied by the Security Agent or, as the case may be, the Receiver in accordance with the terms of the Intercreditor Agreement.

14. POWER OF ATTORNEY

14.1 Appointment

By way of security for the performance of its obligations under this Debenture, the Company irrevocably appoints the Security Agent and every Receiver of all or any part of the Secured Assets and their respective delegates or sub-delegates each to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and everything which the Company is obliged to do under the terms of this Debenture (provided the Company has not complied with such obligation within 15 days of it having arisen) or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Debenture or by law.

14.2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Debenture shall do in its capacity as such.

15. NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Security Agent nor any Receiver appointed pursuant to this Debenture shall, by reason of it or such Receiver entering into possession of all or any part of the Secured Assets be liable to account as mortgagee in possession or otherwise be liable for any loss of any kind or for any default or omission for which a mortgagee in possession might be liable. The Company alone shall be responsible for the Security Agent's and each Receiver's contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by him and none of the Secured Creditors shall incur any liability therefor (either to the Company or to any other person whatsoever) or for any other reason whatsoever. Each such Receiver and the Security Agent shall be entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 (as extended by this Debenture) on mortgagees and receivers when such receivers have been duly appointed thereunder.

16. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person or company dealing with the Security Agent or the Receiver or either of their agents shall be concerned to enquire whether the Secured Obligations have become due and payable or whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable or whether any of the Secured Obligations remains outstanding or to see to the application of any money paid to the Security Agent or to such Receiver.

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17. DELEGATION BY SECURITY AGENT

The Security Agent may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Debenture in relation to all or any part of the Secured Assets. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

18. REDEMPTION OF PRIOR MORTGAGES

The Security Agent may, at any time after the Security has become enforceable, redeem any prior Encumbrance against all or any part of the Secured Assets or procure the transfer thereof to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Company. All principal moneys, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Company to the Security Agent on demand.

19. RELEASE OF THE SECURITY

19.1 Release after the Security Period

After the end of the Security Period, the Security Agent shall, at the request and cost of the Company, execute all such documents and do such other things as may be required to release the Secured Assets from the Security, in each case without recourse to or any representation or warranty by or from the Security Agent.

19.2 Release of Part Moor Lane Property

Immediately upon the Company disposing of the legal and beneficial title to the Part Moor Lane Property and provided such disposal occurs by March 1, 2003, the Security Agent without recourse to or any representation or warranty by or from it, shall be deemed to have irrevocably and unconditionally released and discharged the Part Moor Lane Property from the Security and to that intent, the Part Moor Lane Property shall be held free and discharged from the Security and all claims under this Debenture.

20. ASSIGNMENTS AND TRANSFERS

20.1 The Company's Rights

The rights of the Company under this Debenture are not assignable or transferable and the Company agrees that it will not purport to assign or transfer all or any of such rights.

20.2 The Security Agent's Rights

The rights of the Security Agent under this Debenture are assignable and transferable in whole or in part and the Security Agent may assign and transfer all or any such rights without the consent of the Company.

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21. REMEDIES AND WAIVERS

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

22. SET-OFF

22.1 Right to Set-Off

Each Secured Creditor may (to the extent that the same is beneficially owned by it) at any time after the occurrence of an Event of Default and so long as such Event of Default is continuing set off its rights in respect of any matured Secured Obligation against any obligation (whether or not matured) owed by such Secured Creditor to the Company or any other Obligor, regardless of the place of payment, booking branch or currency of such obligation. If the obligations are in different currencies, such Secured Creditor may convert such obligation at a market rate of exchange in its usual course of business for the purpose of effecting such set-off.

22.2 No Obligation

No Secured Creditor shall be obliged to exercise any right given to it by Clause 22.1 (*Right to Set-Off*).

22.3 Time Deposits

Without prejudice to Clause 22.1 (*Right to Set-Off*), if any time deposit matures on any account the Company has with any Secured Creditor at a time within the Security Period when:

(a) the Security has become enforceable; and

(b) no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as such Secured Creditor in its absolute discretion considers appropriate.

23. ADDITIONAL PROVISIONS

23.1 Partial Invalidity

If at any time any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect or any or all of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

(a) the legality, validity or enforceability of the remaining provisions of this Debenture or the effectiveness in any other respect of such Security; or

(b) the legality, validity or enforceability of such provision or the effectiveness of such Security under the laws of any other jurisdiction.

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23.2 Potentially Avoided Payments

If the Security Agent determines that an amount paid to any Secured Creditor under any Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Debenture, such amount shall be regarded as not having been paid.

23.3 Currency Conversion

In order to apply any sum held or received by the Security Agent in or towards payment of the Secured Obligations the Security Agent may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Security Agent is able to effect such purchase.

23.4 Currency Indemnity

If any sum due from the Company under this Debenture or any order or judgment given or made in relation to this Debenture has to be converted from the currency (the **"first currency"**) in which the same is payable under this Debenture or under such order or judgment into another currency (the **"second currency"**) for the purpose of (a) making or filing a claim or proof against the Company, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Debenture, the Company shall indemnify and hold harmless each Secured Creditor from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Secured Creditor may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

23.5 Rights Cumulative

The rights and remedies provided by this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

24. NOTICES

24.1 In Writing

Each communication to be made under this Debenture shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

24.2 Giving of Notice

Any communication or document to be made or delivered by one person to another pursuant to this Debenture shall (unless that other person has by 15 days' written notice to the other specified another address or fax number) be made or delivered to that other person at the address or fax number identified with its signature or other form of execution below and shall be deemed to have been made or delivered when despatched (in the case of any communication made by fax) or (in the case of any communication made by letter) when left at that address or (as the case may be) five days after being deposited in the post postage prepaid in an envelope addressed to the intended recipient at that address.

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24.3 Notices to the Security Agent

Any communication or document to be made or delivered to the Security Agent shall be effective only when received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below or such other department or officer as the Security Agent shall from time to time specify for this purpose.

25. HM LAND REGISTRY

In respect of the Real Property specified in Part I of Schedule 1 (*Real Property*) the title to which is registered at HM Land Registry and in respect of any other registered title(s) against which this Debenture may be noted, the Company hereby applies to the Chief Land Registrar:

(a) for a restriction in the following terms to be entered on the Register of Title relating thereto:

"Except under an order of the Registrar, no transfer, disposition, dealing, charge or mortgage by the proprietor of the land or made in exercise of powers conferred by any mortgage or charge ranking after this Debenture is to be registered or noted without the consent of the proprietor for the time being of the Debenture dated 9 September, 2003 between LINPAC Plastics Limited and Deutsche Bank AG London";

(b) to enter a note of the obligation to make further advances by the Secured Creditors on the Charges Register of any registered land forming part of the Secured Assets; and

(c) to note the Debenture on the Charges Register.

26. GOVERNING LAW

This Debenture shall be governed by, and construed in accordance with, English law.

27. COUNTERPARTS AND EFFECTIVENESS

27.1 Counterparts

This Debenture may be executed in counterparts and both such counterparts taken together shall be deemed to constitute one and the same instrument.

27.2 Effectiveness

This Debenture shall take effect and be delivered as a deed on the date on which it is stated to be made.

IN WITNESS WHEREOF this Debenture has been executed as a deed by the Company and has been signed on behalf of the Security Agent.

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SCHEDULE 1

PART I: REAL PROPERTY

Description	Title Number (Registered Land)
Wakefield Road/Commonside Land, Featherstone, WF7 5DE	WYK95864 WYK225762
Salters Lane, Sedgefield, TS21 3EA	DU79427 DU57027
Newton Lane, Allerton Bywater, Castleford, WF10 2AL	WYK511998
Moor Lane Trading Estate, Sherburn-in-Elmet, LS25 6ES	NYK116768 NYK129048 NYK273166 NYK809
A1 Business Park, Knottingley, West Yorkshire, WF11 0BL	WYK484679

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PART II: INTELLECTUAL PROPERTY RIGHTS

Trade names

The entry under each country shows

Registration Number
Class of Goods
Renewal date

International (Madrid Protocol) includes China, Czech Rep.,Monaco, Poland,Sweden, Russian Federation and Korea

	Andorra	Argentina	Austria	Belarus	Benelux	Brazil	British	Chile	Community	Czech	Denmark	Estonia	Finland	France	Germany	Greece	Lithuania	Hungary	international
CHECK_A_BAG					476862 7 ######									1547378 7	1183189 7 22/06/2000				
CELLTRAY			158266 20,21 21/05/2005		557076 20 ######		1567424 20 31/03/2011			195209 20 29/09/2004	VR078861994 20 11/11/2004		139230 20 07/08/2005	9.5E+07 20 21/09/2004	2907985 20 22/09/2004	1210274 20 23/09/2004		144258 20 26/09/2004	
DALIPAC									238154 16, 17										
DEGRADYL							2148791 16,17 22/10/2007		785733 16, 17 26/03/2008										690156 16, 17 25/03/2008
DRYPAC								467.256/507.213 /552.602 21/17/16 04/09/2006&16/0 3/08											
FILMCO					110177 1, 16, 17 ######		B983910 16 29/04/2011						52324 16 19/04/2008	1344108 17 #######					
FRYA							2025865 21 01/07/2005												
HOTPAC							1198875 21 02/07/2004	548.746 16,17,21 27/09/2009											
LINAGRI	7075 16,17,20 #######	1711199/98 16,17 18/12/2008					2147345 16,17 08/10/2007		525642 16,17,20 32/04/07									154415 16,17 05/10/2007	690202 16, 17 09/03/2008
LINCLAIR		1738742					2146653 16,17 30/09/2007		785774 16,17 26/03/2008										692535 16, 17 25/03/2008
LINCLEAR		1738741/2 16, 17 #######		12825 16, 17 ######		20022105/820 643033 16, 17 11/11/2012	2146656 16,17 30/09/2007	529385/6 16,17 07/12/2008	785782 16, 17 26/03/2008			30765 16, 17 17/04/2010							692799 16, 17 25/03/2008
LINDIS		1787739/40 20, 21 11/04/2010			331264 8,21 ######		1009452 21 10/04/2008	557.178/447.933 20/21 29/12/2009/11/7/ 11			VR 03.493 21 22/08/2006			1296640 21 22/01/2005					
LINFLEX							B1051391 16 28/08/2006												
LINFRESH							1529591 20 13/03/2010	557.176/522.601 20/16 29/12/2009	1135623 20 08/04/2009										25/03/2008
LINFRESH		1787737/38				8E+08		467.253/4											

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		20, 21					20		21/17																					
		11/04/2010					######		04/09/2006																					
LINFORM	70890	1711214/215						2147344		525675																		154417	691073	
	16,17,20	16,17						16,17		16,17,20																		16,17	16, 17	
	#######	18/12/2008						08/10/2007		23/04/2007																		08/10/2007	09/03/2008	
LINFRUIT									548.747																					
									16,17,21																					
									27/09/2009																					
LINPRO	7077	1711196/97						2147347	516.113	525683																		154420	690201	
	16,17,20	16,17						16,17	17	16,17,20																		16,17	16, 17	
	#######	18/12/2008						08/10/2007	07/07/2008	23/04/2007																		08/10/2007	09/03/2008	
LINSTAR		1738745/6		12770				2146649	529.383	785915			30767																690158	
		16, 17		16, 17				16,17	16,17	16,17			16, 17																16, 17	
		#######		######				30/09/2007	07/12/2008	26/03/2008			17/04/2010																25/03/2008	
LINTHENE					492403			1411383									1717930	2002681												
					16			20									16,20	16												
					08/11/2010			18/01/2007									26/10/2010	28/11/2010												
LINTHERM	7078	1711193/211				8E+08	2147348	394,552,553	525667																			154419	690199	
	16,17,20	16,17				16	16,17		16,17,20																			16,17	16, 17	
	#######	18/12/2008				######	08/10/2007		23/04/2007																			08/10/2007	09/03/2008	
LINTOP	7074	1711194/95					2147343	516.115	525659																			152831	690200	
	16,17,20	16,17					16,17	15	16,17,20																			16,17	16, 17	
	#######	18/12/2008					08/10/2007	07/07/2008	23/04/2007																			08/10/2007	09/03/2008	
LINTRAY		1787742	140566		508962	8E+08	1477394	557,177/552,603		210892	VR058581992		124422	9.2E+07	2029223	133220		149505											
		21	21		21	20	21	20/16		21	21		21	21	21	21		20,21											
		11/04/2010	21/02/2012		10/10/2011	######	12/09/2008	29/12/2009		04/09/2006	03/07/2002		20/01/2013	19/02/2012	14/10/2011	16/05/2007		06/09/2006											
LINTRAY								417.416/467.257			VT05858 1992																			
								17/21			21																			
								26/11/2003&4/9/06			03/07/2012																			
LINVAC		1738743/4		12769			2146658	529387	785808			30766						Abandoned	690157											
		16, 17		16, 17			16,17	17	16,17			16, 17						Dec-99	16, 17											
		#######		######			30/09/2007	07/12/2008	26/03/2008			17/04/2010							25/03/2008											
LINWINE								552.6																						
								16,174,21																						
								10/11/2009																						
LINWRAP		1711213	96564/140673	12686	371235	8E+08	1135383	820341150			VR24921981	28636	84576	1624715	1019244	134874	37200	154418	682241										
		16	16/21	16	16	16	16	16			16	16	16	16	16	16	16	16	16										
		18/12/2008	30/04/2011	######	######	######	14/06/2011	06/12/2009			11/09/2011	######	lapsed 1993	26/10/2010	10/12/2010	23/10/2007	#######	08/10/2007	10/10/2007										
VISTAPAC							1364318							1664920	1170167														
							16							16,17,20	16														
							22/11/2005							#######	27/03/2000														

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	Ireland	Israel	Italy	Japan	Latvia	Lebanon	Mexico	Norway	Poland	Portugal	Romania	Russia	Slovakia	Slovenia	S. Africa	S Korea	Spain	Sweden	Swiss	Turkey
CHECK_A_BAG								144958												
								25/05/2001												
CELLTRAY	164983		704849					173325	96277	305288/A/B							1924107	300752	4305111	
	20		20					20	20	20							20	20	20,21	
	31/03/2011		23/09/2004					23/05/2006	23/09/2004	07/11/2010							30/09/2004	13/04/2005	19/09/2007	
DALIPAC																				
DEGRADYL				4328507/4345682												442,386				
				16,17												16,17				
				22/10/2009												23/02/2009				
DRYPAC																				
FILMCO	B72213		757099															118617	347472	
	16		16															16	17	
	06/06/2012		03/06/2008															20/01/2007	13/06/2008	
FRYA																				
HOTPAC																				
LINAGRI		115256/57		4244638							33820	175191			97/15297, 15303	427997				191875
		16,17		16							16, 17	16 ,17			16, 17	24				16,17,20
		09/10/2004		26/02/2009							23/10/2007	08/05/2007			09/10/2007	02/11/2008				15/10/2007
LINCLAIR				4328508/4345683												442,387				
				16,17												16,17				
				22/10/2009												23/02/2009				
LINCLEAR		118610/11		4328509/4345684	M43624	75378	584504/5							9870332	98/04691/92	442,388				197119
		16,17		16,17	16,17	16,17	16,17							16, 17	16,17	16,17				16,17
		18/03/2005		22/10/2009	27/03/2008	25/03/2013	25/03/2008	Lapse						16/03/2006	20/03/2008	23/02/2009		Lapse		27/03/2008
LINDIS	78935		704916															158154		
	21		21															21		
	30/07/2010		13/12/2004															21/01/2007		
LINFLEX																				
LINFRESH																				
LINFRESH																				

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LINFORM		115264/65									33289	9770660			97/15298, 15300					190765
		16,17									16, 17	16, 17			16, 17					16,17,20
		09/10/2004									23/10/2007				09/10/2007					15/10/2007
LINFRUIT																				
LINPRO		11525859									33819	168863			97/15296, 15304					191984
		16,17									16, 17	16,17			16, 17					16,17,20
		09/10/2004									23/10/2007	08/05/2007			09/10/2007					15/10/2007
LINSTAR		118614/5		4361492/3	M43626	75380	584507/8						9870334	98/04687/88	442,390					196937
		16,		16, 20, 17	16,17	16,17	16,17,						16,17	16,17	16,17					16,17
		18/03/2005		10/02/2010	27/03/2008	25/03/2013	25/03/2008						16/03/2008	20/03/2008	23/02/2009					27/03/2008
LINTHENE			594688													1607550				
			20,16,17													20				
			14/11/2010													20/10/2000				
LINTHERM		115262/63									35477	168787			97/15294, 15301					192127
		16,17									16, 17	16,17			16, 17					16,17,20
		09/10/2004									23/10/2007	08/05/2007			09/10/2007					15/10/2007
LINTOP		115260/61									33818	168788			97/15295, 15302					191105
		16,17									16,17	16,17			16, 17					16,17,20
		09/10/2004									23/10/2007	08/05/2007			09/10/2007					15/10/2007
LINTRAY	148643		6309889					152139	R112619	279297					91/8648		1670313	239709	393310	
	21		21					21	20,21	21					21		21	21	21	
	20/09/2008		04/12/2011					10/09/2012	02/09/2008	30/09/2003					15/10/2011		28/11/2011	04/09/2012	15/10/2012	
LINTRAY																				
LINVAC		118612/13			M43625	75379	584506/6289 16	19980112/690 157					9870333	98/04689/90	442,389					197863
		16,17			16,17	16,17	16/17	16					16,017	16,20	16,17					16,17
		18/03/2005			27/03/2008	25/03/2013	25/03/2008						16/03/2008	20/03/2008	23/02/2009					27/03/2008
LINWINE																				
LINWRAP	B103579	115266	407348	4244639	M42162	74300	638797	110268		209525			189789	9771504	97/15299	427996	962053		311838	191902
	16	16	6,7,16,20,21	16	16	16	16	16		16			16	16	16	24	16		16	16
	08/12/2011	09/10/2004	19/12/2010	26/02/2009	14/10/2007	25/11/2012	10/10/2007	23/12/2011		10/10/2008			10/10/2007	09/10/2007	09/10/2007	02/11/2008	05/09/2011		12/12/2010	15/10/2007
VISTAPAC																				

TRADEMARK
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	UAE	Uruguay	USA	Ukraine	Yugoslavia
CHECK_A_BAG					
CELLTRAY					
DALIPAC					
DEGRADYL					
DRYPAC					
FILMCO			1840515/0516/ 1839401 16, 17 03/03/2004		
FRYA					
HOTPAC					
LINAGRI		298725 16,17 04/06/2008	2339604 16, 17 11/04/2010		
LINCLAIR					
LINCLEAR	21625/22826 16, 17 23/03/2008	302197 16,17 15/10/2008	2295272 16 30/11/2009	20176 16, 17 27/03/2008	43944 16, 17 19/03/2008
LINDIS					
LINFLEX					
LINFRESH		310612 20, 21 19/10/2009			
LINFRESH					
LINFORM		298722 16,17 04/06/2008	2330643 16, 17 21/03/2010		
LINFRUIT					
LINPRO		298724 16,17 04/06/2008	2339605 16, 17 11/04/2010		
LINSTAR	25831/2 16, 17 23/03/2008	302195 16,17 16/10/2008	2297558 20 07/12/2009	20490 16, 17 27/03/2008	44367 16,17 19/03/2008
LINTHENE					
LINTHERM		298721 16,17 04/06/2008	2337107 16, 17 04/04/2010		

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LINTOP		298723 16,17 04/06/2008	2339606 16, 20 11/04/2011		
LINTRAY		310613 20, 21 19/10/2009	1731172 10/11/2001		
LINTRAY					
LINVAC	21624/22825 16, 17 23/03/2008	302196 16,17 15/10/2008	2297559 16 07/12/2009	20489 16, 17 27/03/2008	43975 16, 17 19/03/2008
LINWINE					
LINWRAP	20534 16 15/12/2007	298720 16 04/06/2008		19476 16 09/10/2007	42883 16 13/10/2007
VISTAPAC					

TRADEMARK
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Patents

Country	Number	Title	Status	Expiry Date	Registered Proprietor
United Kingdom	2339567	A container	Granted 21.01.03	13.07.2018	Linpac Plastics Limited
United Kingdom	2294451	Moulded containers	Granted 28.07.98	10.04.2015	Linpac Plastics Limited
United Kingdom	2337746	Sealed container	Granted 20.08.02	26.05.2018	Linpac Plastics Limited
United Kingdom	2346367	Container having means to retain liquid	Granted 01.10.02	04.02.2020	Linpac Plastics Limited
Australia	726087	Celltray - food tray and process for manufacture	Granted 02.11.00		Linpac Plastics International Limited
United States	5,655,708	Celltray	Published 12.08.97		Linpac Plastics International Limited
Australia	691789	Food tray and manufacture	Granted 28.05.98		Linpac Plastics International Limited
United States	5,591,496	Method of manufacturing composite sheet	Published 07.10.97		Linpac Plastics International Limited
Brazil	9306572.8	Celltray	Granted 22.06.99		Linpac Plastics International Limited
South Africa	93/6915	Celltray - food tray and process for manufacture	Published 11.04.94		Linpac Plastics International Limited
Poland	P-306 803	Celltray	Granted 31.10.97		Linpac Plastics International Limited
Slovakia	280 587	Celltray	Granted 10.04.00		Linpac Plastics International Limited

TRADEMARK
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Country	Number	Title	Status	Expiry Date	Registered Proprietor
Czech Republic	PV 3232-94 285995	Celltray	Granted		Linpac Plastics Limited
Spain	2121087	Celltray	Granted 16.11.98		Linpac Plastics Limited
Japan	7508485	Celltray	21.09.95		Linpac Plastics Limited
Canada	2 138 377	Celltray	WO.94/00366		Linpac Plastics Limited
Hungary	p 99 04 053	LINstar - tray with open cell layer	Published 28.04.00		Linpac Plastics Limited
Turkey	Tr 1999 00622 B	LINstar - tray with open cell layer	Published 21.06.99		Linpac Plastics Limited
United Kingdom	EP 0 558 620	Method of manufacturing composite sheet materials	Granted 12.01.00	28.10.2011	Linpac Plastics International Limited
Germany	EP 0 558 620	Method of manufacturing composite sheet materials	Granted 12.01.00	28.10.2011	Linpac Plastics International Limited
France	EP 0 558 620	Method of manufacturing composite sheet materials	Granted 12.01.00	28.10.2011	Linpac Plastics International Limited
Greece	EP 0 558 620	Method of manufacturing composite sheet materials	Granted 12.01.00	28.10.2011	Linpac Plastics International Limited
Italy	EP 0 558 620	Method of manufacturing composite sheet materials	Granted 12.01.00	28.10.2011	Linpac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0823

Country	Number	Title	Status	Expiry Date	Registered Proprietor
Korea	92 19923	Composite sheet material	Granted 15.77.99		Linpac Plastics Limited
Canada	2 061 658	Composite sheet material	Granted 21.08.01		Linpac Plastics Limited
United States	5591496	Composite sheet fan fold insulation	Published 07.01.97		Linpac Plastics Limited
Italy	EP 0 574 819	Food tray and process for its manufacture	Granted 16.04.97	09.06.2013	Linpac Plastics Limited
Germany	59306153	Tray with liquid absorbent holes	Published 22.05.97		LInpac Technologie Gmbh
Brazil	9306572	Tray with open cell intermediate layer	Granted 08.12.98		Linpac Plastics Limited
United States	6,216,855 B1	LINstar tray with open cell layer	Published 17.04.01		Linpac Plastics Limited
Germany	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
Spain	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
France	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0824

Country	Number	Title	Status	Expiry Date	Registered Proprietor
United Kingdom	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
Greece	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
Italy	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
Netherlands	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
Portugal	EP 0 932 560	Tray for containing foodstuffs and luxury foods which give off liquids	Granted 25.07.01	09.09.2017	Linpac Plastics Limited
Greece	30 36 973	LINstar tray with open cell layer	Translation of EP (62) Published 31.01.02		Linpac Plastics Limited
Israel	129 036	LINstar tray with open cell layer	Published 10.03.02		Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0825

Country	Number	Title	Status	Expiry Date	Registered Proprietor
United States	D432361	Dantotsu absorbent barrier trays Brit Pat. 2346367	Published 24.10.00 Granted 01.10.02	14.years 04.02.2020	Linpac Plastics Limited Linpac Plastics Limited
Netherlands	1001468	Container and manufacture	Granted		Linpac Plastics Limited
Austria Belgium Switzerland Cyprus Germany Denmark Spain Finland France United Kingdom Greece Ireland Italy Leichtenstein Luxemburg Monaco Netherlands Portugal Sweden	EP 0 972 720	Product tray	Application published 19.01.00	27.05.19	Linpac Plastics Limited
United Kingdom	EP 0 182 139	Tray for containing foodstuffs, and method and device for making it	Granted 17.07.91	23.10.2005	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0826

Country	Number	Title	Status	Expiry Date	Registered Proprietor
Spain	EP 0 644 849	Food tray and process for manufacture	Granted 12.08.98	18.06.13	Linpac Plastics Limited
Luxemburg	EP 0 644 849	Food tray and process for manufacture	Granted 12.08.98	18.06.13	Linpac Plastics Limited
Belgium	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
Germany	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
Denmark	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
France	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
Italy	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
Luxembourg	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
Netherlands	EP 0 500 707	Plastics bottle	Granted 15.02.95	23.11.10	Lin Pac Plastics International Limited
Austria	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Belgium	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Switzerland	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0827

Country	Number	Title	Status	Expiry Date	Registered Proprietor
Germany	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Denmark	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Spain	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
France	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Liechtenstein	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Luxembourg	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Netherlands	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Sweden	EP 0 407 118	Inverted roof system	Granted 31.03.93	02.07.90	Lin Pac Plastics International Limited
Austria	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Belgium	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Switzerland	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Germany	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0828

Country	Number	Title	Status	Expiry Date	Registered Proprietor
France	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Italy	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Liechtenstein	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Netherlands	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited
Sweden	EP 0 228 867	Plastics cup	Granted 27.06.90	17.12.06	Lin Pac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0829

Registered designs

Country	Number	Title	Status	Expiry Date	Registered Proprietor
United Kingdom	3005101	Packaging	Granted 31.07.02	06.07.07	Linpac Plastics Limited
United Kingdom	3005100	Packaging	Granted 31.07.02	06.07.07	Linpac Plastics Limited
United Kingdom	3005099	Packaging	Granted 30.07.02	06.07.07	Linpac Plastics Limited
United Kingdom	3005098	Packaging	Granted 30.07.02	06.07.07	Linpac Plastics Limited
United Kingdom	2094183	Tray	Granted 07.12.00	12.07.05	Linpac Plastics Limited
United Kingdom	2093232	Rim tray	Granted 24.08.00	02.06.05	Linpac Plastics Limited
United Kingdom	2083089	Tray	Granted 06.08.99	06.05.04	Linpac Plastics Limited
United Kingdom	2081223	Tray	Granted 28.06.99	13.02.04	Linpac Plastics Limited
United Kingdom	2081220	Tray	Granted 28.06.99	13.02.04	Linpac Plastics Limited
United Kingdom	2081217	Tray	Granted 29.07.99	13.02.04	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0830

Country	Number	Title	Status	Expiry Date	Registered Proprietor
United Kingdom	2081214	Tray	Granted 29.07.99	13.02.04	Linpac Plastics Limited
United Kingdom	2076309	A container	Granted 17.11.98	24.07.08	Linpac Plastics Limited
United Kingdom	2076308	A container	Granted 17.11.98	24.07.08	Linpac Plastics Limited
United Kingdom	2002832	A bottle	Granted 10.05.90	28.11.04	Lin Pac Plastics International Limited
United Kingdom	2002830	Bottle	Granted 01.05.91	28.11.04	Lin Pac Plastics International Limited
United Kingdom	1052306	A bottle	Granted 15.02.89	14.07.03	Lin Pac Plastics International Limited
United Kingdom	1048580	A container	Granted 25.08.88	16.02.08	Lin Pac Plastics International Limited
United Kingdom	1042072	A drinking vessel	Granted 12.10.87	11.05.07	Lin Pac Plastics International Limited
United Kingdom	1042071	A drinking vessel	Granted 12.10.87	11.05.07	Lin Pac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0831

Trade Marks

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Denmark	VR00.236 1991	LIN PAC		Registered 11/01/1991	Lin Pac Plastics International Limited
Finland	111917	LIN PAC		Registered 20/5/1991	Lin Pac Plastics International Limited
Sweden	225167	LIN PAC		Registered 12/7/1991	Lin Pac Plastics International Limited
Italy	613662	TOPLOCK		Unpublished Registration 30/12/1993	Lin Pac Plastics Int. Limited
United Kingdom	1348284	LINPAC	17	Registered 26/5/1989	Linpac Plastics Limited
Benelux	453858	LIN PAC		Registered 5/7/1988 (application date)	Linpac Plastics Limited
France	1475874	LIN PAC		Registered 8/7/1988 (application date)	Lin Pac Plastics International Limited
Germany	1170733	LIN PAC		Registered 11/1/1991, renewed 1/8/1998	Lin Pac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0832

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Austria	158266	CELLTRAY		Registered 31/5/1995	Lin Pac Plastics International Limited
Austria	140566	LINTRAY		Registered 21/2/1992	Lin Pac Plastics International Limited
Austria	96564	LINWRAP		Registered 3/4/1981	Lin Pac Plastics International Limited
Austria	144740	RECOUP		Registered 10/11/1992	Lin Pac Plastics International Limited
Austria	144741	RESTORE		Registered 10/11/1992	Lin Pac Plastics International Limited
Benelux	476862	CHECK-A-BAG		Registered 12/1/1990 (application date) Expired 12/1/2000 (?)	LinPac Plastics Limited
Benelux	557076	CELLTRAY		Registered 16/9/1994 (application date)	LinPac Plastics Limited
Benelux	110177	FILMCO		Registered 31/12/1971 (application date)	LinPac Plastics Limited
Benelux	502337	L-IN CUP		Registered 7/10/1991	LinPac Plastics Limited
Benelux	331264	LINDIS		Registered 13/2/1975 (application date)	LinPac Plastics Limited
Benelux	492403	LINTHENE		Registered 8/11/1990 (application date)	LinPac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0833

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Benelux	508962	LINTRAY/LIN TRAY/LIN-TRAY		Registered 10/10/1991 (application date)	LinPac Plastics Limited
Benelux	371235	LINWRAP		Registered 8/12/1980 (application date)	LinPac Plastics Limited
Benelux	429609	LINX		Registered 16/1/1987 (application date)	LinPac Plastics Limited
Benelux	520114	RECOUP		Registered 3/7/1992 (application date)	LinPac Plastics Limited
Benelux	520113	RESTORE		Registered 3/7/1992 (application date)	LinPac Plastics Limited
Benelux	238154	DALIPAC		Registered 18/5/1998	LinPac Plastics Limited
United Kingdom	1567424	CELLTRAY CELL TRAY CELL-TRAY	20	Registered 31/3/1995	LinPac Plastics Limited
United Kingdom	1205644	CHIPPER DIPPER	21	Registered 20/10/1983 (filing date)	LinPac Plastics Limited
United Kingdom	1037492	CHIPPY	21	Registered 24/10/1974 (filing date)	LinPac Plastics Limited
United Kingdom	1037493	MR. CHIPPY	21	Registered 24/10/1974 (filing date)	LinPac Plastics Limited

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Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
United Kingdom	2148791	DEGRADYL	16, 17	Registered 1/5/1998	LinPac Plastics Limited
United Kingdom	893910	FILMCO	16	Registered 29/4/1966 (filing date)	Linpac Plastics Limited
United Kingdom	2025865	FRYA	21	Registered 18/10/1996	LinPac Plastics Limited
United Kingdom	2147345	LINAGRI	16, 17	Registered 24/7/1998	Linpac Plastics Limited
United Kingdom	2146653	LINCLAIR	16, 17	Registered 20/3/1998	Linpac Plastics Limited
United Kingdom	2146656	LINCLEAR	16, 17	Registered 20/3/1998	Linpac Plastics Limited
United Kingdom	1476772	L-IN CUP	21	Registered 14/8/1992	Linpac Plastics Limited
United Kingdom	1009452	LINDIS	21	Registered 10/4/1973 (filing date)	Linpac Plastics Limited
United Kingdom	1051391	LINFLEX	16	Registered 28/8/1975 (filing date)	Linpac Plastics Limited
United Kingdom	1529591	LINFRESH LIN FRESH LIN-FRESH	20	Registered 10/3/1995	Linpac Plastics Limited

TRADEMARK
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Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
United Kingdom	2147344	LINFORM	16, 17	Registered 24/7/1998	Linpac Plastics Limited
United Kingdom	2147347	LINPRO	16, 17	Registered 24/7/1998	Linpac Plastics Limited
United Kingdom	2146649	LINSTAR	16, 17	Registered 20/3/1998	Linpac Plastics Limited
United Kingdom	1411383	LINTHENE	20	Registered 2/4/1991	Linpac Plastics Limited
United Kingdom	2147348	LINTHERM	16, 17	Registered 24/7/1998	Linpac Plastics Limited
United Kingdom	2147343	LINTOP	16, 17	Registered 24/7/1998	Linpac Plastics Limited
United Kingdom	1477394	LINTRAY	21	Registered 28/5/1993	Linpac Plastics Limited
United Kingdom	2146658	LINVAC	16, 17	Registered 13/3/1998	Linpac Plastics Limited
United Kingdom	1135383	LINWRAP	16	Registered 14/6/1980 (filing date)	Linpac Plastics Limited
United Kingdom	1364318	VISTAPAC	16	Registered 22/6/1990	Linpac Plastics Limited
United Kingdom	1414130	PLASTICS AGAIN	17, 21, 40	Registered 2/4/1991	Linpac Plastics Limited

TRADEMARK
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Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
European Community	785733	DEGRADYL	16, 17	Registered 11/8/1999	LinPac Plastics Limited
European Community	525642	LINAGRI	16, 17, 20	Registered 25/6/1999	LinPac Plastics Limited
European Community	785774	LINCLAIR	16, 17	Registered 25/6/1999	LinPac Plastics Limited
European Community	785782	LINCLEAR	16, 17	Registered 11/8/1999	LinPac Plastics Limited
European Community	1135623	LINFRESH	20	Registered 10/5/2000	LinPac Plastics Limited
European Community	525683	LINPRO	16, 17, 20	Registered 2/2/1999	LinPac Plastics Limited
European Community	785915	LINSTAR	16, 17	Registered 25/6/1999	LinPac Plastics Limited
European Community	525667	LINTHERM	16, 17, 20	Registered 25/6/1999	LinPac Plastics Limited
European Community	525659	LINTOP	16, 17, 20	Registered 25/6/1999	LinPac Plastics Limited
European Community	785808	LINVAC	16, 17	Registered 25/6/1999	LinPac Plastics Limited
Czech Republic	195209	CELLTRAY		Registered 25/11/1996	LinPac Plastics International Limited

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Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Czech Republic	210892	LINTRAY		Registered 27/7/1998	LinPac Plastics Limited
Denmark	1994 7886	CELLTRAY		Registered 11/11/1994	LinPac Plastics Limited
Denmark	1976 3493	LINDIS		Registered 22/10/1976	LinPac Plastics Limited
Denmark	1992 5858	LINTRAY		Registered 3/7/1992	LinPac Plastics Limited
Denmark	1981 2492	LINWRAP		Registered 11/9/1981	LinPac Plastics Limited
Denmark	1992 11338	RECOUP		Registered 11/12/1992	LinPac Plastics International Limited
Sweden	300752	CELLTRAY		Registered 13/4/1995	Linpac Plastics International Limited
Sweden	118617	FILMCO		Registered 20/1/1967	LinPac Plastics Limited
Sweden	241151	L-IN CUP		Registered 2/10/1992	Linpac Plastics International Limited
Sweden	158154	LINDIS		Registered 21/1/1977	Lin-Pac Plastics Limited
Sweden	225167	LIN PAC		Registered 12/7/1991	Linpac Plastics International Limited

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Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Sweden	239709	LINTRAY		Registered 4/9/1992	Linpac Plastics International Limited
Sweden	245691	RECOUP		Registered 15/1/1993	Linpac Plastics International Limited
Sweden	245692	RESTORE		Registered 15/1/1993	Linpac Plastics International Limited
Switzerland	430511	CELLTRAY		Registered 19/9/1994 (application date)	Linpac Plastics International Limited
Switzerland	347472	FILMCO		Registered 13/6/1986 (application date)	LinPac Plastics Limited
Switzerland	393309	L IN CUP		Registered 15/10/1991 (application date)	Linpac Plastics International Limited
Switzerland	393310	LINTRAY LIN TRAY LIN-TRAY		Registered 15/10/1991	Linpac Plastics International Limited
Switzerland	311383	LINWRAP		Registered 12/12/1980 (application date)	Linpac Plastics International Limited
Switzerland	354133	LINX		Registered 16/1/1987 (application date)	Linpac Plastics International Limited
Switzerland	407620	RECOUP		Registered 7/7/1992 (application date)	Linpac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0839

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
US	2339604	LINAGRI		Registered 11/4/2000	Linpac Plastics Limited
US	2295272	LINCLEAR		Registered 30/11/1999	Linpac Plastics Limited
US	2330643	LINFORM		Registered 21/3/2000	Linpac Plastics Limited
US	2339605	LINPRO		Registered 11/4/2000	Linpac Plastics Limited
US	2297558	LINSTAR		Registered 7/12/1999	Linpac Plastics Limited
US	2337107	LINTHERM		Registered 4/4/2000	Linpac Plastics Limited
US	2339606	LINTOP		Registered 11/4/2000	Linpac Plastics Limited
US	1731172	LINTRAY		Registered 10/11/1992	LINPAC Plastics International Limited
US	2297559	LINVAC		Registered 7/12/1999	Linpac Plastics Limited
US	1799405	RECOUP		Registered 19/10/1993	Linpac Plastics International Limited
Estonia	30765	LINCLEAR		Registered 17/4/2000	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0840

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Estonia	30767	LINSTAR		Registered 17/4/2000	Linpac Plastics Limited
Estonia	30766	LINVAC		Registered 17/4/2000	Linpac Plastics Limited
Estonia	28636	LINWRAP		Registered 14/4/1999	Linpac Plastics Limited
Finland	139230	CELLTRAY		Registered 7/8/1995	Linpac Plastics International Limited
Finland	123825	L-IN CUP		Registered 21/12/1992	Linpac Plastics International Limited
Finland	124422	LINTRAY		Registered 20/1/1993	Linpac Plastics International Limited
Finland	127260	RESTORE		Registered 20/7/1993	Linpac Plastics International Limited
France	1344108	FILMCO		Registered 25/2/1986 (application date)	Linpac Plastics Limited
France	92406378	LIN CUP		Registered 19/2/1992 (application date)	Linpac Plastics Limited
France	1296640	LINDIS		Registered 22/1/1985 (application date)	Linpac Plastics Limited
France	1717930	LINTHENE		Registered 14/11/1990 (application date)	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0841

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
France	92406379	LIN TRAY		Registered 19/2/1992 (application date)	Linpac Plastics Limited
France	1624715	LINWRAP		Registered 26/10/2010 (application date)	Linpac Plastics Limited
France	92434554	RECOUP		Registered 21/9/1992 (application date)	Linpac Plastics Limited
France	92434553	RESTORE		Registered 21/9/2012	Linpac Plastics Limited
Germany	2907985	CELLTRAY		Registered 19/6/1995	Linpac Plastics Limited
Germany	2021844	L-IN CUP		Registered 6/10/1992	Linpac Plastics International Limited
Germany	2002681	LINTHENE		Registered 30/7/1991	Linpac Plastics Limited
Germany	2029223	LINTRAY		Registered 1/2/1993	Linpac Plastics International Limited
Germany	1019244	LINWRAP		Registered 19/6/1981	Linpac Plastics Limited
Germany	2039095	RECOUP		Registered 24/6/1993	Linpac Plastics International Limited
Germany	2039096	RESTORE		Registered 24/6/1993	Linpac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0842

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Lithuania	37200	LINWRAP		Registered 14/2/2000	Linpac Plastics Limited
Hungary	144258	CELLTRAY		Registered 8/5/1997	Linpac Plastics International Limited
Hungary	154415	LINAGRI		Registered 5/10/1998	Linpac Plastics Limited
Hungary	154417	LINFORM		Registered 5/10/1998	Linpac Plastics Limited
Hungary	154420	LINPRO		Registered 5/10/1998	Linpac Plastics Limited
Hungary	154419	LINTHERM		Registered 5/10/1998	Linpac Plastics Limited
Hungary	152831	LINTOP		Registered 7/7/1998	Linpac Plastics Limited
Hungary	149505	LINTRAY		Registered 12/3/1998	Linpac Plastics Limited
Hungary	154418	LINWRAP		Registered 5/10/1998	Linpac Plastics Limited
International	690156	DEGRADYL		Registered 25/3/2008	Linpac Plastics Limited
International	690202	LINAGRI		Registered 9/3/1998	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0843

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
International	692535	LINCLAIR		Registered 25/3/1998	Linpac Plastics Limited
International	692799	LINCLEAR		Registered 25/3/1998	Linpac Plastics Limited
International	691073	LINFORM		Registered 9/3/2008	Linpac Plastics Limited
International	690201	LINPRO		Registered 9/3/1998	Linpac Plastics Limited
International	690158	LINSTAR		Registered 25/3/1998	Linpac Plastics Limited
International	690199	LINTHERM		Registered 9/3/1998	Linpac Plastics Limited
International	690200	LINTOP		Registered 9/3/1998	Linpac Plastics Limited
International	690157	LINVAC		Registered 25/3/1998	Linpac Plastics Limited
International	682241	LINWRAP		Registered 10/10/1997	Linpac Plastics Limited
International	704849	CELLTRAY		Registered 21/2/1997	Linpac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0844

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Ireland	164983	CELLTRAY CELL TRAY CELL-TRAY		Registered 31/3/1994	Linpac Plastics Limited
Ireland	B72213	FILMCO		Registered 6/6/1967	Linpac Plastics Limited
Ireland	146187	L-IN CUP		Registered 12/9/1991	Linpac Plastics Limited
Ireland	87935	LINDIS		Registered 30/7/1975	Linpac Plastics Limited
Ireland	148643	LINTRAY		Registered 20/9/1991	Linpac Plastics Limited
Ireland	103579	LINWRAP		Registered 8/12/1980	Linpac Plastics Limited
Italy	630988	L-IN CUP		Unpublished Registration 28/9/1994	Linpac Plastics Int
Italy	704916	LINDIS		Unpublished Registration 21/2/1997	Linpac Plastics Limited
Italy	5242000	LINTHENE		Unpublished Application 13/12/2000 (application date) Pending	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0845

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Italy	6309889 not found, found registration 630989	LINTRAY		Unpublished Registration 28/9/1994	Lin Pac Plastics International Limited
Italy	594688	LINTHENE		Unpublished Registration 14/4/1993	Lin Pac Plastics Int
Italy	5262000	LINWRAP		Unpublished Application 13/12/2000 (application date) Pending	Linpac Plastics Limited
Italy	407348	LINWRAP		Unpublished Registration 24/2/1986	Lin Pac Plastics Int
Italy	672810	RECOUP		Unpublished Registration 14/3/1996	Linpac Plastics Int
Italy	672814	RESTORE		Unpublished Registration 14/3/1996	Linpac Plastics Int
Japan	4328507	DEGRADYL		Registered 22/10/1999	Linpac Plastics Limited
Japan	4345682	DEGRADYL		Registered 17/12/1999	Linpac Plastics Limited
Japan	4244638	LINAGRI		Registered 26/2/1999	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0846

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Japan	4328508	LINCLAIR		Registered 22/10/1999	Linpac Plastics Limited
Japan	4345683	LINCLAIR		Registered 17/12/1999	Linpac Plastics Limited
Japan	4328509	LINCLEAR		Registered 22/10/2009	Linpac Plastics Limited
Japan	4345684	LINCLEAR		Registered 17/12/1999	Linpac Plastics Limited
Japan	4361492	LINSTAR		Registered 10/2/2000	Linpac Plastics Limited
Japan	4244639	LINWRAP		Registered 26/2/1999	Linpac Plastics Limited
Norway	173325	CELLTRAY		Registered 23/5/1996	Linpac Plastics International Limited
Norway	690157	LINVAC		Registered 25/3/1998	Linpac Plastics Limited
Norway	110268	LINWRAP		Registered 23/12/1981	Linpac Plastics Limited
Norway	158960	RECOUP		Registered 26/8/1993	Linpac Plastics International Limited
Norway	158961	RESTORE		Registered 26/8/1993	Linpac Plastics International Limited

TRADEMARK
REEL: 002875 FRAME: 0847

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
Poland	96277	CELLTRAY		Registered 16/6/1997	Linpac Plastics International Limited
Slovakia	189789	LINWRAP		Registered 20/3/2000	Linpac Plastics Limited
Slovenia	9870332	LINCLEAR		Registered 11/12/1998	Linpac Plastics Limited
Slovenia	9870334	LINSTAR		Registered 11/12/1998	Linpac Plastics Limited
Slovenia	9870333	LINVAC		Registered 11/12/1998	Linpac Plastics Limited
Slovenia	9771504	LINWRAP		Registered 11/6/1998	Linpac Plastics Limited
United Kingdom	1051392	LINPLAST	16	Registered 28.08.1975 (filing date)	Linpac Plastics Limited
United Kingdom	1198774	LINDIS PLUS	21	Registered 30.06.1983 (filing date)	Linpac Plastics Limited
United Kingdom	2043117	DALIPAC	16, 17	Registered 19.07.1996	Linpac Plastics Limited
European Community	238154	DALIPAC	16, 17	Registered 18/05/1998	Linpac Plastics Limited
European Community	525675	LINFORM	16, 17, 20	Registered 04/05/1999	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0848

Country	Number	Mark	Class	Status Date of registration / application etc.	Registered Proprietor
European Community	2381687	*[device mark]*	11, 16, 17, 20, 21	Registered 13/03/2003	Linpac Plastics Limited

TRADEMARK
REEL: 002875 FRAME: 0849

PART III: SHARES

Company	Type of Shares	Number	Share Certificate Number
LINPAC Plastics - Verona srl (*Italy*)	Quotas of €0.51 each	1,479,664	-
LINPAC Plastics GmbH, Ritterhude (*Germany*)	Ordinary share of €4,090,000	1	-
LINPAC Plastics GmbH, Bremen (*Germany*)	Ordinary share of €307,000	1	-
LINPAC Holding Plastics SL (*Spain*)	Ordinary shares of €60.10 each	48,963	-
LINPAC Plastik-Ambalaj Pazalama ve Ticaret AS (*Turkey*)	Ordinary shares of TL 950,000 each	760	-
LINPAC Plastics Pty Limited (*South Africa*)	Ordinary shares of ZAR 1 each	10,800	-
LINPAC Plastics SA (*Chile*)	Ordinary shares of CHP 1 each	3,698,657,227	-
LINPAC Plastics SA (*Uruguay*)	Ordinary "A" of 100 URP	641,295	1, 3 and 5
LINPAC Plastics Limiteda (*Brazil*)	Quotas	90.90%	-

TRADEMARK
REEL: 002875 FRAME: 0850

PART IV: ASSIGNED ACCOUNTS

Account Number	Account Name	Account Maintained With
1570728 (sort code: 30-00-02)	Linpac Plastics Limited (GBP account)	Lloyds TSB Bank plc City Office, PO Box 17328 11-15 Monument Street London EC3V 9JA
86012233 (sort code: 30-12-18)	Linpac Plastics Limited (EURO account)	Lloyds TSB Bank plc City Office, PO Box 17328 11-15 Monument Street London EC3V 9JA
11763342 (sort code: 30-12-18)	Linpac Plastics Limited (USD account)	Lloyds TSB Bank plc City Office, PO Box 17328 11-15 Monument Street London EC3V 9JA
36003255 (sort code: 30-12-18)	Linpac Plastics Limited (ZAR account)	Lloyds TSB Bank plc City Office, PO Box 17328 11-15 Monument Street London EC3V 9JA
GB98 ABNA 4061 0400 0482 67(IBAN)	Linpac Plastics Limited (GBP account)	ABN AMRO BANK N.V London Headquarters 250 Bishopgate EC2M 4AA

PART V: CHARGED ACCOUNTS

Account Number	Account Name
NONE	

TRADEMARK
REEL: 002875 FRAME: 0851

SCHEDULE 2

NOTICES OF ASSIGNMENT

PART IA: FORM OF NOTICE TO INSURER

To: [*Insert name of Insurer*]

[*Date*]

Dear Sirs,

We hereby give you notice that, pursuant to a Debenture dated [ ] we have charged and assigned to [ ] (as Security Agent for the Secured Creditors referred to in the Debenture, the **"Security Agent"**) all our rights, title, interests and benefits in, to or in respect of the insurance policies with you detailed in Part A of the Schedule attached hereto (the **"Insurances"**) including all claims and returns of premiums in respect thereof to which we are, or may at any future time become, entitled.

With effect from your receipt of this notice we hereby request and instruct that:

1. you immediately name the Secured Creditors (details of whom are set out in Part B of the Schedule attached hereto) and the Security Agent (in its capacity as Security Agent) as loss payee in respect of each of the Insurances);

2. upon the security granted by the Debenture in respect of the Insurances becoming enforceable (as notified to you by the Security Agent):

(a) all payments under or arising from the Insurances are to be made to the Security Agent or to its order;

(b) all remedies provided for in the Insurances or available at law or in equity are to be exercisable by the Security Agent;

(c) all rights to compel the performance of the Insurances are to be exercisable by the Security Agent; and

(d) all rights, title, interests and benefits whatsoever accruing to or the benefit of ourselves arising from the Insurances shall belong to the Security Agent; and

3. you give notice to the Security Agent promptly in writing:

(a) if we propose to cancel or give notice of cancellation of any Insurance, at least 30 days before such cancellation is to take effect;

(b) of any material alteration or the termination or expiry of any such Insurance, at least 30 days before such alteration, termination or expiry is to take effect; and

(c) of any default in the payment of any premium or failure to renew any such Insurance and shall give the Security Agent not less than 30 days in which to pay the defaulted premium without cancelling the policy during such 30 days period.

TRADEMARK
REEL: 002875 FRAME: 0852

Please confirm your receipt of this notice and your acknowledgement of the matters and instructions set out above by signing and dating the Acknowledgement of Assignment set out on the enclosed copy of this notice, and returning the same to the Security Agent with a copy to ourselves.

Yours faithfully,

.....

(Authorised signatory)

LINPAC PLASTICS LIMITED

TRADEMARK
REEL: 002875 FRAME: 0853

Schedule

PART A: RELEVANT INSURANCE POLICIES

[*List All Policies in respect of which notice given*]

PART B: SECURED CREDITORS

[*List Secured Creditors*]

TRADEMARK
REEL: 002875 FRAME: 0854

PART IB: FORM OF ACKNOWLEDGMENT OF ASSIGNMENT

[*To be printed only on the copy of the Notice of Assignment given*]

To: Deutsche Bank AG London
as Security Agent
Winchester House
1 Great Winchester Street
London EC2N 2DB

c/o: White & Case
Attention: Elizabeth Porcher
Fax No: +44 (0) 207 600 7030

Dear Sirs,

We hereby acknowledge receipt of a notice in the terms set out above (the **"Notice"**).

We confirm that we shall hereafter act in accordance with the Notice and that we have not received any other notice of any other third party interests whether by way of assignment or charge in respect of any of the Insurances.

We further confirm that no amendment or termination of any of the Insurances shall be effective unless we have given you 30 days' prior written notice of our intention to so amend or terminate the same.

Yours faithfully,

.....

(Authorised signatory)

[***INSURER***]

Date:

TRADEMARK
REEL: 002875 FRAME: 0855

PART IIA: FORM OF NOTICE TO BANK WITH WHOM ACCOUNT MAINTAINED

To: [*Account Bank*]

Dear Sirs,

We hereby give you notice that pursuant to a Debenture dated [ ] we have assigned to [ ] (as Security Agent for the Secured Creditors referred to in the Debenture, the **"Security Agent"**) all of our rights, title, interests and benefits in, to or in respect of account number [ ], account name [ ] maintained with you (including any renewal or redesignation thereof) (the **"Account"**) and all monies standing to the credit of that Account from time to time.

With effect from the date of your receipt of this notice we hereby instruct you that immediately upon receipt of notice from the Security Agent stating that the Security has become enforceable:

(a) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made only to the Security Agent or to its order (with a copy to ourselves); and

(b) all rights, interests and benefits whatsoever accruing to or arising from the Account shall be exercisable by and shall belong to the Security Agent.

Please acknowledge receipt of this notice by signing and dating the acknowledgement printed on the enclosed copy of this Notice and returning it to the Security Agent.

Yours faithfully

.....

for and on behalf of

LINPAC PLASTICS LIMITED

TRADEMARK
REEL: 002875 FRAME: 0856

PART IIB: FORM OF ACKNOWLEDGEMENT OF NOTICE

[To be printed only on copy of the Notice of Assignment given]

To: Deutsche Bank AG London
as Security Agent
Winchester House
1 Great Winchester Street
London EC2N 2DB

c/o: White & Case
Attention: Elizabeth Porcher
Fax No: +44 (0) 207 600 7030

Dear Sirs,

We hereby acknowledge receipt of a notice in the terms set out above.

We confirm that:

(a) no fees or periodic charges are payable in respect of the Account and there are no restrictions on (i) the payment of the credit balance on the Account [(except the expiry of the relevant notice period)] or (ii) the assignment of the Account to the Security Agent or any third party;

(b) we have not received notice of any other assignment of, charge over or trust or other third party interests in respect of the Account and we will not, without the Security Agent's consent (i) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (ii) amend or vary any rights attaching to the Account; and

(c) immediately upon receipt of notice from the Security Agent stating that the Security has become enforceable, we will act only in accordance with the instructions given by the Security Agent or persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

Yours faithfully,
For and on behalf of [ ]

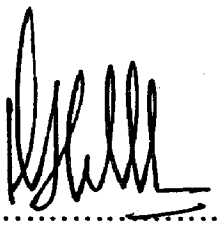
By:

Date:

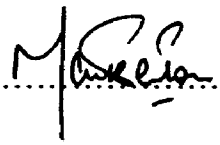
TRADEMARK
REEL: 002875 FRAME: 0857

SIGNATORIES

EXECUTED as a **DEED** by)
LINPAC PLASTICS LIMITED)
by **MARK TENTORI** and)
DAVID WILLIAMS)



.....
Director

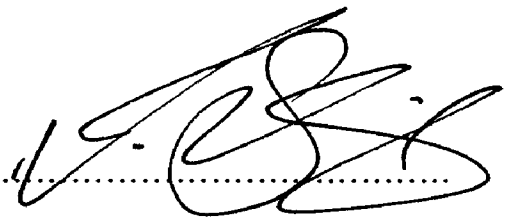


.....
Director/~~Secretary~~

THE SECURITY AGENT

DEUTSCHE BANK AG LONDON

By: .....



Address: Winchester House
1 Great Winchester Street
London
EC2N 2DB
England

Fax Number: +44 (0) 207 547 6419

Attention: Global Loan Operations

RECORDED: 11/21/2003

TRADEMARK
REEL: 002875 FRAME: 0858