

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type                               |
|-------------------------|----------|----------------|-------------------------------------------|
| Portland Titles Limited |          | 09/01/2005     | LIMITED LIABILITY COMPANY: UNITED KINGDOM |

**RECEIVING PARTY DATA**

|                 |                                               |
|-----------------|-----------------------------------------------|
| Name:           | Commerzbank Aktiengesellschaft, London Branch |
| Street Address: | 60 Gracechurch Street                         |
| City:           | London                                        |
| State/Country:  | UNITED KINGDOM                                |
| Postal Code:    | EC3V 0HR                                      |
| Entity Type:    | CORPORATION: GERMANY                          |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number  | Word Mark                        |
|----------------------|---------|----------------------------------|
| Registration Number: | 1836148 | BIG ONES                         |
| Registration Number: | 1841312 | BIG ONES                         |
| Registration Number: | 2089666 | NEW TALENT                       |
| Registration Number: | 2826488 |                                  |
| Registration Number: | 2855061 | TELEVISION:X THE FANTASY CHANNEL |

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-878-8000  
 Email: steven.shelton@cliffordchance.com  
 Correspondent Name: Steven T. Shelton  
 Address Line 1: 31 West 52nd Street  
 Address Line 2: Clifford Chance US LLP  
 Address Line 4: New York, NEW YORK 10019-6131

CH \$140.00 1836148

ATTORNEY DOCKET NUMBER:

NEW NUMBER

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Steven T. Shelton

Signature:

/Steven T. Shelton/

Date:

10/21/2005

Total Attachments: 14

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**C L I F F O R D**  
**C H A N G E**

**LIMITED LIABILITY PARTNERSHIP**

**EXECUTION VERSION**

**PORTLAND TITLES LIMITED**

**AS COMPANY**

**IN FAVOUR OF**

**COMMERZBANK AKTIENGESELLSCHAFT, LONDON BRANCH**

**AS TRUSTEE**

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**DEBENTURE**

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**TRADEMARK**  
**REEL: 003180 FRAME: 0137**

**THIS DEBENTURE** is made on        September 2005

**BY**

- (1) **PORTLAND TITLES LIMITED** registered in England and Wales with company number 03113759 (the "**Company**") in favour of
- (2) **COMMERZBANK AKTIENGESELLSCHAFT, LONDON BRANCH** as trustee for the Secured Parties (the "**Trustee**").

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Debenture:

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

"**Acceleration Event**" means the proper service of any demand requiring immediate repayment of the New Secured Obligations.

"**Assigned Accounts**" means the Holding Account, if any, (and any renewal or redesignation thereof) maintained with the Trustee by the Company, the Mandatory Prepayment Account, if any, (and any renewal or redesignation thereof) maintained with the Trustee by the Company and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee.

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

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

"**Facility Agreement**" means the senior term and revolving facilities agreement dated 20 November 2001 (as amended and restated from time to time, most recently on 25 April 2003 and on or about the date of this Debenture) between, among others, RCD1 Limited as Parent, Northern & Shell Network Limited as Borrower and Commerzbank Aktiengesellschaft as Agent and Security Trustee.

"**Insurance Policy**" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"**Intellectual Property**" means any patents, trade marks (including without limitation those listed in Schedule 4), service marks, goodwill, designs, business names, internet domain names and e-mail addresses, database rights, copyrights, design rights, moral rights, rights in inventions, confidential information and knowhow and other

intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights anywhere in the world.

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property, in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 1 (*Form of Legal Mortgage*).

**"Notice of Assignment"** means a notice of assignment in substantially the form set out in Schedule 2 or in such form as may be specified by the Trustee.

**"Notice of Assignment of Assigned Accounts"** means a notice of assignment in substantially the form set out in Schedule 2B (*Form of Notice of Assignment of Assigned Accounts*) or in such form as may be specified by the Trustee.

**"Notice of Assignment of Insurance Policies"** means a notice of assignment in substantially the form set out in Schedule 2A (*Form of Notice of Assignment of Insurance*) or such form as may be specified by the Trustee.

**"Notice of Assignment of Specific Contracts"** means a notice of assignment in substantially the form set out in Schedule 2C (*Form of Notice of Assignment*) or in such form as may be specified by the Trustee.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Form of Legal Mortgage*)), and

references in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.

**1.4 Third Party Rights**

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture.

**1.5 Incorporation of provisions into any Mortgage**

Clauses 1.2 (*Defined terms in any Mortgage*), 1.3 (*Construction*), 6.1 (*Further Assurance: General*), 6.4 (*Implied Covenants for Title*), 15 (*Enforcement of Security*), 16 (*Extension and Variation of the Law of Property Act 1925*), 17 (*Appointment of Receiver or Administrator*), 18 (*Powers of Receiver*), 20 (*Power of Attorney*), 29 (*Governing Law*) and 30 (*Jurisdiction*) of this Debenture are incorporated into any Mortgage as if expressly incorporated into that Mortgage, as if references in those clauses to this Debenture were references to that Mortgage and as if all references in those clauses to Charged Property were references to the assets of the Company from time to time charged in favour of, or assigned (whether at law or in equity) to the Trustee by or pursuant to that Mortgage.

**1.6 Mortgage**

It is agreed that each Mortgage is supplemental to this Debenture.

**1.7 Duplication**

To the extent the provisions of the Debenture duplicate those of any Mortgage the provisions of the Mortgage shall prevail.

**1.8 Disposition of Property**

The terms of the other Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into each Finance Document to the extent required for any purported disposition of the Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**2. COVENANT TO PAY**

The Company hereby covenants with the Trustee to pay, discharge and satisfy the New Secured Obligations in accordance with their respective terms and to indemnify the New Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the New Secured Obligations in accordance with their respective terms provided that neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

5. **PERFECTION OF SECURITY**

5.1 **Notices of Assignment**

The Company shall deliver to the Trustee (or procure delivery of) Notices of Assignments duly executed by, or on behalf of, the Company:

- 5.1.1 in respect of each Assigned Account, on the date of this Debenture or promptly upon the designation at any time by the Trustee of any Account as an Assigned Account;
- 5.1.2 in respect of the proceeds of any Insurance Policy, within 10 days of the date of this Debenture; and
- 5.1.3 in respect of any other asset which is the subject of an assignment pursuant to Clause 3.2 (*Assignments*) promptly upon the request of the Trustee from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the obligor or debtor specified by the Trustee. If the Trustee proposes to require the delivery of a notice of assignment pursuant to sub-clause 5.1.3 at any time prior to the occurrence of an Event of Default, it will consult with the Company with a view to agreeing such amendments (not adversely affecting the rights of the Trustee in any way) to the forms of notice as set out in Schedule 2 as the Company may reasonably request.

5.2 **Notices of Charge**

- 5.2.1 The Company shall if requested by the Trustee from time to time promptly deliver to the Trustee (or procure delivery of) notices of charge (in form and substance reasonably satisfactory to the Trustee) duly executed by, or on behalf of, the Company and acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained.
- 5.2.2 The execution of this Debenture by the Company and the Trustee shall constitute notice to the Trustee of the charge created over any Account opened or maintained with the Trustee.
- 5.2.3 On or after the occurrence of an Event of Default which is continuing, the Company shall, if requested by the Trustee, from time to time deliver to any third party who has rights or obligations against the Company with respect to Monetary Claims, notice of the assignment of the Company's rights against those third parties to the Trustee.

5.3 **Real Property: Delivery of Documents of Title**

The Company shall upon the acquisition by the Company after the date of this Debenture of any interest in any freehold, leasehold or other immovable property, deliver (or procure delivery) to the Trustee of, and the Trustee shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to such property.

**5.4 Note of Mortgage**

In the case of any Real Property, title to which is or will be registered under the Land Registration Act 2002, acquired by or on behalf of the Company after the date of this Debenture, the Company shall promptly notify the Trustee of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of the Company as the Registered Proprietor thereof, apply to the Land Registry to enter an Agreed Notice of Mortgage on the Charges Register of such property.

**5.5 Further Advances**

5.5.1 Subject to the terms of the Facilities each Bank is under an obligation to make further Advances to the Company and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

5.5.2 The Company hereby consents to an application being made to the Land Registry to enter a note of the obligation to make further Advances on the Charges register of any registered land forming part of the Charged Property.

**5.6 Delivery of Share Certificates**

The Company shall

5.6.1 on the date of this Debenture, deposit with the Trustee (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Company); and

5.6.2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Trustee of that occurrence and procure the delivery to the Trustee of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank on behalf of the Company) in respect thereof as the Trustee may request.

**5.7 Registration of Intellectual Property**

Without prejudice to the generality of any other clause in this Debenture, the Company shall at any time or times, if requested by the Trustee, promptly execute all such documents and do all acts that the Trustee may reasonably require to record or register the interest of the Trustee in any register in the world relating to any registered Intellectual Property.

**6. FURTHER ASSURANCE**

**6.1 Further Assurance: General**

6.1.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 6.1.2 below.

6.1.2 The Company shall promptly enter into a Mortgage over any Real Property and do all such acts or execute all such documents (including assignments,



13. **INTELLECTUAL PROPERTY REPRESENTATIONS**

The Company makes the representations and warranties set out in this Clause 13 (*Intellectual Property Representations*) to the Trustee.

13.1 **Registered Intellectual Property**

13.1.1 Schedule 4 is a complete and accurate list of all trade mark registrations and applications owned by the Company which constitute Material Intellectual Property.

13.1.2 Each of the registered trade marks and applications for registration listed in Schedule 4 is:

- (a) in force;
- (b) legally and beneficially owned by the Company alone, free from any licence, security interest or other Encumbrance; and
- (c) is not, and (to the best of its knowledge and belief) will not be, the subject of a claim or opposition (including, without limitation, by an employee of the Company) as to title, or entitlement, validity, enforceability or otherwise.

13.1.3 All renewal and maintenance fees and taxes due and payable prior to the Closing Date in respect of the Material Intellectual Property of which it is the registered and beneficial owner have been paid in full. Nothing has been done or omitted to be done by which any of the Material Intellectual Property of which it is the registered and beneficial owner may be rendered invalid, cancelled, modified or rectified.

13.2 **Unregistered Intellectual Property**

All Material Intellectual Property used in the business of the Company is legally and beneficially owned by the Company alone, free from any licence, security interest or other Encumbrance and is not and (to the best of its knowledge and belief) will not be the subject of a claim (including, without limitation, by an employee of the Group) as to title or entitlement.

13.3 **Licences, assignments etc**

13.3.1 It has not granted nor is it obliged to grant any licence, assignment, consent, undertaking, security interest or other right in respect of any Material Intellectual Property of which it is the owner, registered proprietor or applicant for registration.

13.3.2 There are no material agreements relating to the use:

- (a) by the Company of Intellectual Property owned by another person; or
- (b) of any Intellectual Property owned by the Company, by another person.

**13.4 Infringement of Intellectual Property**

- 13.4.1 There is not and (to the best of its knowledge and belief) has not been any infringement or unauthorised use of any of the Material Intellectual Property of which it is the owner, registered proprietor or applicant for registration.
- 13.4.2 The activities, processes, methods, products and services used, manufactured, dealt in or supplied on or during the 12 months before the date of this Debenture by the Company do not at the date of this Debenture, nor did they at the time used, manufactured, dealt in or supplied, infringe or misuse any rights in the Intellectual Property of another person. It has not received notice of any allegation that any of its activities, processes, methods, products or services infringe or misuse any rights in the Intellectual Property of another person.
- 13.4.3 The Intellectual Property of which it is the owner, licensee, registered proprietor, applicant for registration or authorised user comprises all the Intellectual Property necessary for it to continue to operate its business substantially as it has been operated during the 12 months before the date of this Debenture.

**14. GENERAL UNDERTAKINGS**

The Company shall during the subsistence of the Debenture observe and perform all the obligations assumed by it under the Specific Contracts and shall diligently pursue any remedies available to it in respect of any material breach or claim arising in relation to any Specific Contract and will not make or agree to any material amendment, waiver, release or determination of any of the Specific Contracts or permit any material breach or default thereof to exist unless the board of directors of the Company has resolved after due consideration that any such action would not be in the best interests of the Company and the Trustee (acting reasonably) has consented in writing to such action not being taken.

**15. ENFORCEMENT OF SECURITY**

**15.1 Enforcement**

At any time after the occurrence of an Event of Default (as long as it is continuing) the security created by or pursuant to this Debenture is immediately enforceable and the Trustee may, without notice to the Company or prior authorisation from any court, in its absolute discretion:

- 15.1.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and
- 15.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) and each Mortgage on mortgagees and

20. **POWER OF ATTORNEY**

20.1 **Appointment and Powers**

The Company by way of security irrevocably appoints the Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

20.1.1 carrying out any obligation imposed on the Company by this Debenture (including the execution and delivery of any Mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property); and

20.1.2 enabling the Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or any Mortgage or by law (including, after the occurrence of an Event of Default, the exercise, subject to Clause 8.5, of any right of a legal or beneficial owner of the Charged Property).

20.2 **Ratification**

The Company shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

21. **EFFECTIVENESS OF SECURITY**

21.1 **Continuing Security**

The security created by or pursuant to this Debenture and any Mortgage shall remain in full force and effect as a continuing security for the New Secured Obligations unless and until discharged by the Trustee.

21.2 **Cumulative Rights**

The security created by or pursuant to this Debenture and any Mortgage and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Trustee or any Secured Party may at any time hold for the New Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture and any Mortgage.

21.3 **No Prejudice**

The security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Company or any other person, or the Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Trustee holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

**21.4 Remedies and Waivers**

No failure on the part of the Trustee to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

**21.5 No Liability**

None of the Trustee, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Debenture and any Mortgage or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

**21.6 Partial Invalidity**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture and any Mortgage nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture and any Mortgage is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

**22. RELEASE OF SECURITY**

**22.1 Redemption of Security**

Upon the New Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any of the Finance Documents, the Trustee shall, at the request and cost of the Company, release and cancel the security constituted by this Debenture and procure the reassignment to the Company of the property and assets assigned to the Trustee pursuant to this Debenture, in each case subject to Clause 22.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Trustee or any of its nominees.

**22.2 Avoidance of Payments**

If the Trustee considers that any amount paid or credited to it under any Finance Document is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Company under this Debenture and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

**22.3 Retention of Security**

Unless the Trustee is satisfied (acting reasonably) that Clause 22.2 (*Avoidance of Payments*) does not apply, the Trustee may retain this Debenture, the Security constituted by or pursuant to this Debenture and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged

Property for a period of seven months after any discharge in full or any part of the New Secured Obligations **provided that** if at any time during that seven month period a petition is presented for an order for the winding-up of, or the making of an administration order in respect of, the Company or the Company commences to be wound-up voluntarily or any analogous proceedings are commenced in respect of the Company, the Trustee may continue to retain such security and such documents for such further period as the Trustee may determine and the Security and such documents shall be deemed to have continued to have been held as security for the New Secured Obligations.

23. **SET-OFF**

The Company authorises the Trustee (but the Trustee shall not be obliged to exercise such right) to apply any credit balance to which the Company is entitled on any Account of the Company with the Trustee in satisfaction of any sum due and payable from the Company in respect of the New Secured Obligations but unpaid. For this purpose, the Trustee is authorised to purchase with the moneys standing to the credit of any such account such other currencies as may be necessary to effect such application.

24. **SUBSEQUENT AND PRIOR SECURITY INTERESTS**

24.1 **Subsequent Security Interests**

If the Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Encumbrance affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or is not a Permitted Disposal or a Permitted Encumbrance, all payments thereafter by or on behalf of the Company to the Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the New Secured Obligations as at the time when the Trustee received such notice.

24.2 **Prior Security Interests**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security or upon the exercise by the Trustee or any Receiver of any power of sale under this Debenture or any Mortgage the Trustee may redeem that prior Security or procure the transfer of it to itself. The Trustee may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Company. All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Company to the Trustee on demand.

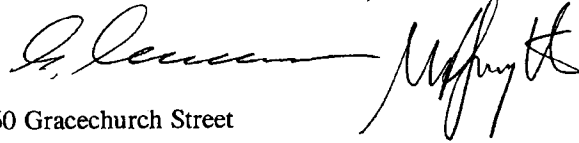
25. **CURRENCY CONVERSION**

For the purpose of or pending the discharge of any of the New Secured Obligations, the Trustee may convert any moneys received or recovered by the Trustee or any Receiver pursuant to this Debenture from one currency to another at the spot rate at which the Trustee is able to purchase the currency in which the New Secured

**The Trustee**

**COMMERZBANK AKTIENGESELLSCHAFT, London Branch**

By:



Address: 60 Gracechurch Street  
London  
EC3V 0HR

Fax: 020 7469 3462

Attention: Robert Adams

**The Company**

**EXECUTED as a DEED**

by **PORTLAND TITLES LIMITED**



Director



Director/Secretary

Address: Northern & Shell Building  
Number 10  
Lower Thames Street  
London EC3R 6EN

Fax: 0871 434 7865

Attention: Robert Sanderson

**SCHEDULE 4**

**DETAILS OF INTELLECTUAL PROPERTY**

| <b>Country</b> | <b>Mark</b>                                       | <b>Applicant/Proprietor</b> | <b>Class</b>  | <b>Status</b> |
|----------------|---------------------------------------------------|-----------------------------|---------------|---------------|
| CTM            | Television X-The Fantasy Channel (Logo)           | Portland Titles Ltd         | 9, 16, 41     | REGISTERED    |
| CTM            | Television: x THE FANTASY CHANNEL (Hot Lips Logo) | Portland Titles Ltd         | 9, 16, 41     | REGISTERED    |
| France         | Television X-The Fantasy Channel (Logo)           | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| Germany        | ELECTRIC BLUE                                     | Portland Titles Ltd         | 16            | REGISTERED    |
| Germany        | Television X-The Fantasy Channel (Logo)           | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| UK             | ELECTRIC BLUE (SW)                                | Portland Titles Ltd         | 16            | REGISTERED    |
| UK             | FANTASY121.COM                                    | Portland Titles Ltd         | 9, 16, 38, 41 | REGISTERED    |
| UK             | Global TV Network                                 | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| UK             | NUDES AT TEN                                      | Portland Titles Ltd         | 41            | REGISTERED    |
| UK             | PORTLAND (Logo)                                   | Portland Titles Ltd         | 16            | REGISTERED    |
| UK             | Television X-The Fantasy Channel (Logo)           | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| UK             | Television X-The Fantasy Channel (Word)           | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| UK             | Television X EUROPE - The Fantasy Channel         | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| UK             | Television X-The Fantasy Channel (Logo)           | Portland Titles Ltd         | 41            | REGISTERED    |
| UK             | Television: x THE FANTASY CHANNEL (Hot Lips Logo) | Portland Titles Ltd         | 9, 38, 41     | REGISTERED    |
| UK             | THE BINGO CHANNEL                                 | Portland Titles Ltd         | 38, 41        | REGISTERED    |

| Country | Mark                                                | Applicant/Proprietor     | Class            | Status     |
|---------|-----------------------------------------------------|--------------------------|------------------|------------|
| UK      | JACKPOT TV                                          | Portland Titles Ltd      | 38, 41           | REGISTERED |
| UK      | GAY TV (Word and Logo)                              | Portland Enterprises Ltd | 38               | REGISTERED |
| USA     | BIG ONES(SW)                                        | Portland Titles Ltd      | 16               | REGISTERED |
| USA     | BIG ONES (W)                                        | Portland Titles Ltd      | 16               | REGISTERED |
| USA     | NEW TALENT                                          | Portland Titles Ltd      | 16               | REGISTERED |
| USA     | (Hot Lips Logo)"                                    | Portland Titles Ltd      | 9, 16,<br>38, 41 | REGISTERED |
| USA     | "television: x THE FANTASY CHANNEL (Hot Lips Logo)" | Portland Titles Ltd      | 9, 38,<br>41     | REGISTERED |