

Form PTO-1594 (Rev. 11-08)  
OMB Collection 0651-0027 (exp. 12/31/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

J. Choo Limited  
J. Choo (Jersey) Limited

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Company

Citizenship (see guidelines) England and Wales

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) August 12, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: UBS Limited

Internal

Address: \_\_\_\_\_

Street Address: 1 Finsbury Avenue

City: London

State: N/A

Country: United Kingdom Zip: EC2M 2PP

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_

☒ Other Bank Citizenship United Kingdom

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)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit A.

B. Trademark Registration No.(s)

See Exhibit A.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A.

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

Name: SUSAN O'BRIEN

Internal Address: CT LIEN SOLUTIONS

Street Address: 187 Wolf Road  
Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: US-udal@ny.wolterskluwer.com

### 6. Total number of applications and registrations involved:

25

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$640.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Credit Card: 1640  
0000  
10113

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Shauin Wang

Signature

August 15, 2011

Date

Shauin Wang

Name of Person Signing

Total number of pages (including cover sheet, attachments, and document):

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK


## SPECIFIED IP

## SCHEDULE I

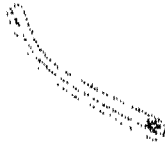
Trademark Owner Name	Trademark Serial No.	Registration Date	Expiry Date	Class	Registration No.	Registration Date	Expiry Date
JIMMY CHOO	85295180	14 April 2011	N/A	18	J. Choo Limited	18	US
TULITA	79097971	06 April 2011	N/A	18	J. Choo Limited	18	US
CHOO (stylised)	79086294	11 August 2010	N/A	14, 18, 25	J. Choo Limited	14, 18, 25	US
JIMMY CHOO	3647933	10 October 2008	30 June 2009	06	J. Choo Limited	06	US
LOHLA-JAYNE	3580861	15 July 2008	24 February 2009	18	J. Choo Limited	18	US
JIMMY CHOO	3647636	24 August 2007	30 June 2009	04	J. Choo Limited	04	US
RAMONA	3356725	29 March 2007	18 December 2007	18	J. Choo Limited	18	US
MAHALA	3356724	29 March 2007	18 December 2007	18	J. Choo Limited	18	US
TAMALI	3205481	15 February 2006	06 February 2007	18	J. Choo Limited	18	US
THEOLA	3194573	15 February 2006	02 January 2007	18	J. Choo Limited	18	US
JIMMY CHOO	3154280	21 April 2005	10 October 2006	24	J. Choo Limited	24	US
TAHULA	3093446	15 October 2004	16 May 2006	18	J. Choo Limited	18	US
4 INCHES (stylised)	2889855	24 June 2004	30 August 2005	16, 36	J. Choo Limited	16, 36	US
LEGS & BEYOND (stylised)	2951871	3 November 2003	17 May 2005	03	J. Choo Limited	03	US

A13761609

-1-

Mark	Serial No.	Class	Registration No.	Priority	Country	US	
CHOO LONDON (stylised)	3312541		2 August 2006	16 October 2007	03, 09	J. Choo Limited	US
JIMMY CHEW (stylised)	3128827		18 January 2005	15 August 2006	18, 25	J. Choo Limited	US
CHOO (stylised)	3252892		21 September 2004	19 June 2007	18, 25	J. Choo Limited	US
TULITA	3014869		21 July 2003	15 November 2005	18	J. Choo Limited	US
JIMMY CHOO (logo)	3647552		30 January 2009	30 June 2009	09, 18, 25	J. Choo Limited	US
JIMMY CHOO (logo)	3647551		30 January 2009	30 June 2009	09, 18, 25	J. Choo Limited	US
JIMMY CHOO (logo)	3491347		10 July 2007	26 August 2008	03, 09, 14, 18, 25, 35	J. Choo Limited	US
JIMMY CHOO (logo)	3025360		02 April 2004	13 December 2005	18	J. Choo Limited	US
	3059671		02 April 2004	14 February 2006	25	J. Choo Limited	US
JIMMY CHOO	2833725		01 July 2002	20 April 2004	03, 09, 14, 18, 35	J. Choo Limited	US
JIMMY CHOO	2641408		11 September 1997	29 October 2002	25	J. Choo Limited	US

A13761609

Image	Trademark Registration No.	Registration Date	Expiry Date	Class	Applicant	Country
	85-365801	7 July 2011	N/A	21, 23, 26, 36, 38	J. Choa Limited	US

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J. Choo (Jersey) Limited

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other: Company

Citizenship (see guidelines): England and Wales

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance / Execution Date(s) :

Execution Date(s) August 12, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: UBS Limited

Internal

Address: \_\_\_\_\_

Street Address: 1 Ruskyn Avenue

City: London

State: N/A

Country: United Kingdom Zip: EC2M 5PP

- ☐ Association Citizenship: \_\_\_\_\_  
☐ General Partnership Citizenship: \_\_\_\_\_  
☐ Limited Partnership Citizenship: \_\_\_\_\_  
☐ Corporation Citizenship: \_\_\_\_\_

☒ Other: Bank Citizenship: United Kingdom

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)

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A. Trademark Application No.(s)

See Exhibit A.

B. Trademark Registration No.(s)

See Exhibit A.

Additional sheet(s) attached? ☒ Yes ☐ No

## C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A.

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

Name: Susan O'Brien

Internal Address: CT LIEN Solutions

Street Address: 187 Wolf Road  
Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: USUBALbamp@WoltersKluwer.com

## 6. Total number of applications and registrations involved:

25

## 7. Total fee (37 CFR 2.9(b)(8) & 3.41) \$

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

## 8. Payment Information:

Credit Card: 5683  
1012

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

## 9. Signature:

Shao Wang

Signature

Shao Wang

Name of Person Signing

August 15, 2011

Date

Total number of pages including cover sheet, attachments, and documents

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0145, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**EXECUTION VERSION**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

dated as of August 12, 2011,

among

**J. Choo Limited**

and

**J. Choo (Jersey) Limited,  
as Grantors**

and

**UBS Limited,  
as Security Agent**

# Table of Contents

Contents	Page
SECTION 1 DEFINITIONS; RULES OF INTERPRETATION.....	1
Section 1.1 Definition of Terms Used Herein .....	1
Section 1.2 UCC.....	1
Section 1.3 General Definitions.....	2
Section 1.4 Rules of Interpretation .....	3
SECTION 2 GRANT OF SECURITY .....	3
Section 2.1 Grant of Security in Intellectual Property Collateral .....	3
Section 2.2 Certain Exclusions.....	4
SECTION 3 REPRESENTATIONS AND WARRANTIES .....	4
Section 3.1 Title.....	4
Section 3.2 Security Interest .....	4
Section 3.3 Intellectual Property Collateral.....	5
SECTION 4 COVENANTS .....	5
Section 4.1 Name and Jurisdiction.....	5
SECTION 5 SECURITY AGENT APPOINTED ATTORNEY-IN-FACT .....	5
Section 5.1 Power of Attorney.....	5
SECTION 6 REMEDIES.....	5
Section 6.1 Remedies Upon Declared Default.....	5
Section 6.2 Intellectual Property Collateral.....	6
SECTION 7 MISCELLANEOUS .....	6
Section 7.1 Notices.....	6
Section 7.2 Applicable Law.....	6
Section 7.3 Waivers; Amendment .....	6
Section 7.4 Waiver of Jury Trial.....	7
Section 7.5 Counterparts; Effectiveness.....	7
Section 7.6 Consent to Jurisdiction and Service of Process .....	7
Section 7.7 Termination .....	8

## SCHEDULE I SPECIFIED IP

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 2, 2011 (this "Agreement") among J. Choo Limited, a company incorporated under the laws of England and Wales with registered number 03185783 (the "UK Grantor"), J. Choo (Jersey) Limited, a company incorporated under the laws of Jersey with registration number 064645 (registered as a branch in the United Kingdom BR8659 Overseas Co. Number FC26804) (the "Jersey Grantor" and together with the UK Grantor, each a "Grantor" and collectively, the "Grantors"), and UBS Limited, as security agent for the Secured Parties (as defined in the Facilities Agreement referred to below) (herein in such capacity, the "Security Agent").

#### **RECITALS**

A. Choo Luxury Holdings Limited, a company incorporated under the laws of England and Wales with registered number 7625337 (the "Parent") and Choo Luxury Finance Limited, a company incorporated under the laws of England and Wales with registered number 7625522 (the "Company") have entered into a facilities agreement dated 28 June 2011 and amended on 30 June 2011 (as the same may be amended, modified or supplemented from time to time, the "Facilities Agreement") with, amongst others, the Original Borrowers and Original Guarantors referred to therein, UBS Limited and The Royal Bank of Scotland PLC as agent for National Westminster Bank PLC as mandated lead arrangers (the "Arranger"), UBS Limited as agent (the "Agent"), the Security Agent, UBS AG, London Branch as Issuing Bank, and the Original Lenders referred to therein.

B. Pursuant to the Facilities Agreement, the Parent and the Company have entered into an intercreditor agreement dated 28 June 2011 (the "Intercreditor Agreement") with, amongst others, the Arranger, the Agent, the Lenders referred to therein and the Security Agent.

C. The Grantors are acceding to the Facilities Agreement as Additional Obligor.

D. As a condition precedent to their accession to the Facilities Agreement, the UK Grantor (as the legal owner of certain assets) and the Jersey Grantor (as the beneficial owner of such assets) are required to execute and deliver this Agreement.

In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, the Grantors and the Security Agent, on behalf of itself and each Secured Party (and each of their respective successors or permitted assigns), hereby agree as follows:

#### **SECTION 1**

##### **DEFINITIONS; RULES OF INTERPRETATION**

###### **Section 1.1 Definition of Terms Used Herein**

Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Facilities Agreement, as the context requires.

###### **Section 1.2 UCC**

Terms used herein that are defined in the UCC but not defined herein have the meanings given to them in the UCC, including the following which are capitalized herein:

Proceeds

Record

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Security

**Section 1.3 General Definitions**

In this Agreement:

**"Bankruptcy Code"** means the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq., or any successor statute.

**"Declared Default"** means (1) a "Declared Default" as defined in the Facilities Agreement or (2) the occurrence of any other Event of Default referred to in clause 28.21(b) and (c) of the Facilities Agreement.

**"Intellectual Property"** means:

(a) any patents, utility models, Trademarks, service marks, designs, business names, copyrights, database rights, design rights, registered designs, domain names, inventions, confidential information, trade secrets, knowhow and all other intellectual property rights and interests subsisting in the United States (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications (and all goodwill associated with such applications) and rights to use such assets of the Grantor, including all rights under any agreements relating to the use or exploitation of any such rights, which may now or in the future subsist.

**"Intellectual Property Collateral"** means each Grantor's right, title and interest in, to and under

(a) all Intellectual Property, including the Trademarks referred to in Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement of any Intellectual Property or (ii) injury to the goodwill associated with any Trademark.

**"Lien"** has the meaning assigned to the term "Security" in the Facilities Agreement.

**"Secured Obligations"** means all amounts, obligations, covenants and duties owing by any Obligor to any Secured Party of every type and description, present or future, arising under any Finance Document, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and whether or not evidenced by any note, guaranty or other instrument for the payment of money.

**"Security Interest"** means the continuing security interest in the Intellectual Property Collateral granted to the Security Agent for the benefit of the Secured Parties pursuant to Section 2.1.

**"Specified IP"** means all registrations and applications for any Trademarks owned by a Grantor (excluding any abandoned Trademarks or withdrawn Trademark applications), a current list of which is set out in Schedule I, under the heading "Specified IP".

**"Trademark Licenses"** means any and all agreements providing for the granting of any right in or to Trademarks (whether the relevant Grantor is licensee or licensor thereunder).

A13761609

**"Trademarks"** means all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks and logos, words, terms, names, symbols, designs and general intangibles of a like nature, in each case that are source or business identifiers, and any other source or business identifiers, all registrations and applications for any of the foregoing, including the registrations and applications referred to in Schedule I under the heading "Specified IP", all extensions, continuations, reissues or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages, and Proceeds of suit.

**"UCC"** means the Uniform Commercial Code enacted in the State of New York, as amended from time to time; *provided that* if by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection or non-perfection or priority of a security interest is governed by the personal property security laws of any jurisdiction other than New York, "UCC" will mean those personal property security laws as in effect in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

#### **Section 1.4 Rules of Interpretation**

The rules of interpretation specified in Clause 1.2 of the Facilities Agreement will be applicable to this Agreement. In this Agreement, unless otherwise specified, (a) the Schedules and Exhibits to this Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof are incorporated herein by reference and (b) all obligations of the Grantor hereunder will be satisfied by the Grantor at the Grantor's sole cost and expense. If any conflict or inconsistency exists between this Agreement and the Facilities Agreement, the Facilities Agreement will govern. If any conflict or inconsistency exists between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement will govern. If any conflict or inconsistency exists between this Agreement and the Fixed and Floating Security Document, dated the date hereof, by the Grantors and any other companies listed in Schedule I thereto, as the chargors, in favor of the Security Agent, the Fixed and Floating Security Document will govern. If any conflict or inconsistency exists between this Agreement and any Finance Document other than the Facilities Agreement, the Intercreditor Agreement and the Fixed and Floating Security Document, this Agreement will govern. All references herein to provisions of the UCC include all successor provisions under any subsequent version or amendment to any Article of the UCC.

## **SECTION 2 GRANT OF SECURITY**

### **Section 2.1 Grant of Security in Intellectual Property Collateral**

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all

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Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

#### **Section 2.2 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property Collateral if the grant of such Security Interest will constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or conflict with any license or other agreement to which such Grantor is a party or any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license or other agreement, result in a breach or termination of the terms of, or constitute a default under, or result in the termination of, any such license or other agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407 and/or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral will include, and the Grantor will be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect.

### **SECTION 3 REPRESENTATIONS AND WARRANTIES**

Each Grantor represents and warrants to the Security Agent and the other Secured Parties on and as of the date hereof, that:

#### **Section 3.1 Title**

No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Intellectual Property Collateral, (b) any assignment in which such Grantor assigns any Intellectual Property Collateral or any security agreement or similar instrument covering any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office in any other jurisdiction or (c) any assignment in which such Grantor assigns any Intellectual Property Collateral or any security agreement or similar instrument covering any Intellectual Property Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for (x) Permitted Security or (y) any financing statement or analogous document, assignment, security agreement or similar instrument evidencing Liens being terminated on or before the date hereof.

#### **Section 3.2 Security Interest**

Subject to the completion of the filing of all UCC financing statements or other appropriate filings, recordings or registrations containing an accurate description of the Specified IP that have been delivered to the Security Agent for filing in each governmental, municipal or other office in the United States (including any filings required to be made in the United States Patent and Trademark Office, in order to perfect the Security Interest in the Specified IP) and to value being given, the Security Interest constitutes a perfected security interest in all Specified IP in which a security interest may be perfected

by filing, recording or registering a financing statement or analogous document in the United States pursuant to the UCC.

### **Section 3.3 Intellectual Property Collateral**

Schedule 1 sets forth a true and complete list of all United States registrations of and applications for Trademarks owned by each Grantor as of the date of this Agreement.

## **SECTION 4 COVENANTS**

### **Section 4.1 Name and Jurisdiction**

Unless a Grantor has given the Security Agent at least 10 days prior written notice, such Grantor will not change (i) its name, (ii) its jurisdiction of organization, principal place of business or other "location" (as defined in Section 9-307 of the UCC), (iii) its organizational structure or (iv) its organizational identification number or federal taxpayer identification number. Each Grantor agrees to cooperate with the Security Agent in making all filings that are required in order for the Security Agent to continue at all times following such change to have a legal, valid and perfected Security Interest in all the Specified IP.

## **SECTION 5 SECURITY AGENT APPOINTED ATTORNEY-IN-FACT**

### **Section 5.1 Power of Attorney**

Each Grantor hereby irrevocably makes, constitutes and appoints the Security Agent (and all officers, employees or agents designated by the Security Agent) as such Grantor's true and lawful agent and attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Security Agent or otherwise, from time to time in the Security Agent's discretion, to take any action and to execute any instrument that the Security Agent may deem necessary or that the Security Agent may reasonably request to accomplish the purposes of this Agreement, including the following:

- (a) to prepare and file records (including UCC financing statements); and
- (b) to prepare, sign, and file for recordation in any Intellectual property registry, appropriate evidence of the Security Interest granted herein in the Specified IP in the name of such Grantor as assignor.

## **SECTION 6 REMEDIES**

### **Section 6.1 Remedies Upon Declared Default**

Upon the occurrence and during the continuation of a Declared Default, the Security Agent may exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Intellectual

Property Collateral) or any other applicable law, and also may pursue any of the following separately, successively or simultaneously, on demand, cause the Security Interest to become an assignment, transfer and conveyance of any or all of such Intellectual Property Collateral by the applicable Grantors to the Security Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Intellectual Property Collateral throughout the world on such terms and conditions and in such manner as the Security Agent will determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained). The Security Agent agrees not to exercise its right to receive an assignment of any Intellectual Property Collateral if such assignment would result in an assignment-in-gross;

#### **Section 6.2 Intellectual Property Collateral**

While a Declared Default is continuing, the Security Agent may in its absolute discretion enforce all or any part of the Intellectual Property Collateral in any manner it sees fit, except where prohibited by the terms of any Trademark License, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Intellectual Property Collateral subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademark, now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Such license to the Security Agent may be exercised, at the option of the Security Agent, upon the occurrence of Declared Default; *provided* that any license, sub-license or other transaction entered into by the Security Agent in accordance herewith will be binding upon the Grantors notwithstanding any subsequent rescission of a Declared Default.

### **SECTION 7 MISCELLANEOUS**

#### **Section 7.1 Notices**

All communications and notices hereunder will (except as otherwise expressly permitted herein) be in writing and given as provided in the notice provisions of the Facilities Agreement.

#### **Section 7.2 Applicable Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.**

#### **Section 7.3 Waivers; Amendment**

- (a) No failure on the part of the Security Agent to exercise and no delay in exercising any power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Security Agent and

the Secured Parties hereunder and under the other Finance Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Finance Document or consent to any departure by the Grantors therefrom will in any event be effective unless the same is permitted by paragraph (b) below, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case will entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

- (b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Security Agent and the Grantors, subject to any consent required in accordance with the Facilities Agreement.

#### **Section 7.4 Waiver of Jury Trial**

**EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY TRANSACTIONS PROVIDED HEREUNDER OR CONTEMPLATED HEREBY.** The scope of this waiver is intended to be encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement or any transaction provided hereunder or contemplated hereby, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each party has already relied on this waiver in entering into this Agreement, and that each party will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7.4 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

#### **Section 7.5 Counterparts; Effectiveness**

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto.

#### **Section 7.6 Consent to Jurisdiction and Service of Process**

**ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN**

ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY:

- (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;
- (B) WAIVES ANY DEFENSE OF FORUM *NON CONVENIENS*;
- (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 7.1;
- (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;
- (E) AGREES THAT THE SECURITY AGENT AND THE SECURED PARTIES RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION; AND
- (F) AGREES THAT THE PROVISIONS OF THIS SECTION 7.6 RELATING TO JURISDICTION AND VENUE WILL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK OR OTHERWISE.


#### **Section 7.7 Termination**

This Agreement and the Security Interest will terminate when all Secured Obligations then due and owing have been indefeasibly paid in full in cash, at which time the Security Agent will execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors will reasonably request to evidence such termination. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 7.7 will be without recourse to or warranty by the Security Agent. The Security Interest in any Intellectual Property Collateral will be automatically released (i) in accordance with Clauses 31.7 of the Facilities Agreement and (ii) in accordance with the provisions of the Intercreditor Agreement.


[Remainder of page intentionally left blank]

In Witness Whereof, the Grantors and the Security Agent have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

J. CHOO LIMITED, as Grantor

By:   
Name: J.S. SINCLAIR  
Title: DIRECTOR

J. CHOO (JERSEY) LIMITED, as Grantor

By:   
Name: J.S. SINCLAIR  
Title: DIRECTOR

UBS LIMITED, as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK  
REEL: 004704 FRAME: 0220



In Witness Whereof, the Grantors and the Security Agent have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

J. CHOO LIMITED, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

J. CHOO (JERSEY) LIMITED, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

UBS LIMITED, as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

Eoghan Harrington  
Executive Director  
Leveraged Finance



Simon Matthews  
Director  
UBS Investment Bank

[Signature Page to Intellectual Property Security Agreement]

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