

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858137

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse International		11/30/2023	Private Unlimited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chenal II Limited		
<b>Street Address:</b>	1 Bartholomew Lane		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	EC2N 2AX		
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES		
<b>Name:</b>	Fontaine Limited		
<b>Street Address:</b>	20 FARRINGDON STREET		
<b>Internal Address:</b>	C/O TMF Group, 8th Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2R 7HJ		
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2810521	CREED	
<b>Registration Number:</b>	4199253	CREED AVENTUS	
<b>Registration Number:</b>	5810230	VIKING CREED X	
<b>Registration Number:</b>	6578875	WIND FLOWERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	14048538339		
<b>Email:</b>	jennifersandlin@eversheds-sutherland.com		
<b>Correspondent Name:</b>	Jennifer R. Sandlin		
<b>Address Line 1:</b>	999 Peachtree Street, NE, Suite 2300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

CH \$115.00 2810521

**DOMESTIC REPRESENTATIVE**

**Name:** Jennifer R. Sandlin  
**Address Line 1:** 999 Peachtree Street, NE, Suite 2300  
**Address Line 4:** Atlanta, GEORGIA 30309

**DOMESTIC REPRESENTATIVE**

**Name:** Jennifer R. Sandlin  
**Address Line 1:** 999 Peachtree Street, NE, Suite 2300  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Jennifer R. Sandlin
<b>SIGNATURE:</b>	/Jennifer R. Sandlin/
<b>DATE SIGNED:</b>	12/04/2023

**Total Attachments: 8**

- source=Fontaine SFA - Deed of Release (Executed)#page1.tif
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DEED OF RELEASE

between

**CHENAL II LIMITED** and **FONTAINE LIMITED**

as Released Parties

and

**CREDIT SUISSE INTERNATIONAL**

as Security Agent

Dated 30 November 2023

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**THIS DEED OF RELEASE** is made on 30 November 2023

**BETWEEN:**

- (1) **CHENAL II LIMITED**, a company incorporated in England and Wales with registered number 12515712 (the “**Parent**”);
- (2) **FONTAINE LIMITED**, a company incorporated in England and Wales with registered number 12355591 (the “**Company**” and, together with the Parent, the “**Released Parties**”); and
- (3) **CREDIT SUISSE INTERNATIONAL** as agent and security trustee for the Secured Parties (the “**Security Agent**”).

**WHEREAS**

- (A) The Released Parties and the Security Agent enter into this Deed in connection with the Facilities Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**THIS DEED WITNESSETH**

**1. INTERPRETATION**

**1.1 Definitions**

“**Debenture**” means the debenture dated 27 May 2020 among the Parent, the Company and the Security Agent.

“**Facilities Agreement**” means the senior facilities agreement dated 18 April 2020, as amended from time to time, made between the Parent as topco, the Company as original borrower and original guarantor, Credit Suisse International as agent and the Security Agent and Credit Suisse International, Deutsche Bank AG, London Branch and Societe Generale London Branch as mandated lead arrangers and original lenders.

“**Intercreditor Agreement**” means the intercreditor agreement dated 18 April 2020 between the Parent, the Company, Credit Suisse International as original senior agent and the Security Agent and Credit Suisse International, Deutsche Bank AG, London Branch and Societe Generale London Branch as mandated lead arrangers and original lenders.

“**Party**” means a party to this Agreement.

“**Released Assets**” means all of the assets, property and undertaking of the Released Parties which constitute Charged Property pursuant to the Debenture.

“**Secured Parties**” has the meaning given to it in the Intercreditor Agreement.

## **1.2 Incorporated definitions**

Words and expressions defined in the Facilities Agreement have the same meanings when used in this Deed unless otherwise provided or the context otherwise requires.

## **1.3 Incorporated construction**

The provisions of Clause 1.2 (*Construction*) of the Facilities Agreement shall apply to this Deed as if set out in full with references to “this Agreement” being treated as references to this Deed.

## **2. RELEASE**

With effect from the date of this Deed, the Security Agent hereby irrevocably and unconditionally:

- (a) releases and discharges the Released Assets from all Security created, evidenced or conferred by or pursuant to the Debenture and reassigns and reconveys to the Released Parties all right, title and interest of the Security Agent in and to the Released Assets assigned, granted or transferred to it pursuant to the terms of the Debenture;
- (b) releases and discharges the Released Parties from all undertakings, liabilities and obligations (including the guarantees granted by it pursuant to Clause 23 (*Guarantee and Indemnity*) of the Facilities Agreement) granted or incurred by them to the Security Agent or the Agent in their capacities as such, pursuant to the Finance Documents; and
- (c) authorises each Released Party to give notice (at the Released Party’s cost and expense) on behalf of the Security Agent of the releases under this Deed to any person on whom notice of any security interest created by the Debenture was served.

## **3. CONTINUATION**

Notwithstanding any other provision of this Deed, nothing in this Deed is intended to release any person from any confidentiality, indemnification or expense reimbursement provisions contained in the Finance Documents to which it is a party that are specifically stated to survive the release or termination of the Finance Documents.

## **4. FURTHER ASSURANCE**

The Security Agent agrees and undertakes to execute and deliver to the Released Parties all such documents and do all such acts as shall be reasonably required to achieve the releases referred to in Clause 2 (*Release*), including without limitation (i) delivering to the Released Parties the original share certificates and other instruments in the Security Agent’s possession, releases of liens, discharges, terminations and other release documentation executed by it from time to time, and (ii) filing all filings in any applicable jurisdiction that may be required or desirable in connection with the release of the Transaction Security contemplated by this Deed.

## **5. EXPENSES**

The Released Parties must promptly following demand pay all costs and expenses (including legal fees) reasonably incurred in connection with this Deed by the Security Agent.

**6. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection to it governed by English law.

**7. JURISDICTION OF ENGLISH COURTS**

**7.1** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “**Dispute**”).

**7.2** The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

**8. THIRD PARTY RIGHTS**

A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of the terms of this Deed.

**9. INVALIDATION**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**10. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

*[Signature pages follow]*

**The Security Agent**

**EXECUTED** as a **DEED** by  
**CREDIT SUISSE INTERNATIONAL**  
acting by:

)   
)  
)

**Ian Croft**  
**Authorised Signatory**



*FATIMA ALMEIDA*  
*AUTHORISED SIGNATORY*

\_\_\_\_\_

as Authorised Signatory

*[Signature Page – Deed of Release]*



**The Released Parties**

**The Parent**

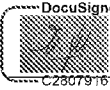
**EXECUTED** as a **DEED** by )  
**CHENAL II LIMITED** )  
acting by: )

DocuSigned by:  
*Federico Baratta*  
A5B7680071E04FF...

as Director

Name: **Federico Baratta**

In the presence of:

Signature of witness:  DocuSigned by:  
C280791612A6415...

Name: **Ezio Medas**

Address: **via Senato 19 - Milano**

[Signature Page – Deed of Release]

**The Company**

**EXECUTED** as a **DEED** by )  
**FONTAINE LIMITED** )  
acting by: )

DocuSigned by:  
*Michael Doyle*  
69B6DA8674454C5...

as Director

Name: **Michael Doyle**

DocuSigned by:  
*Federico Baratta*  
A5B7680071E04FF...

as Director

Name: **Federico Baratta**

*[Signature Page – Deed of Release]*