

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P.V. Doyle Hotels Limited		03/14/2013	limited company: IRELAND
RECEIVING PARTY DATA			
Name:	Allied Irish Banks, p.l.c.		
Street Address:	BankCentre		
Internal Address:	Ballsbridge		
City:	Dublin 4		
State/Country:	IRELAND		
Entity Type:	public limited company: IRELAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3976332	THE BLOOMSBURY HOTEL LONDON DC	
Registration Number:	3862458	THE DOYLE COLLECTION DC	
Registration Number:	3830054	THE MARYLEBONE HOTEL LONDON DC	
Registration Number:	3884719	THE CORK HOTEL CORK DC	
Registration Number:	3826855	CD	
Registration Number:	3924453	THE WESTBURY HOTEL DUBLIN CD	
Registration Number:	3748268	THE WESTBURY	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415.954.0200		
Email:	trademark@squiresanders.com		
Correspondent Name:	Philip R. Zender		
Address Line 1:	Squire Sanders (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		

CH \$190.00 3976332

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

800002.00403

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Philip R. Zender

Signature:

/philip r. zender/

Date:

06/13/2013

**Total Attachments: 12**

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Dated 14 March 2013

THE COMPANIES LISTED IN THE FIRST SCHEDULE

(the Chargors)

ALLIED IRISH BANKS, p.l.c.

(the Security Trustee)

DEBENTURE

(Fixed and Floating Charge)

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THIS DEBENTURE is dated 14 March 2013 and made between

- (1) The companies listed in Schedule 1 (each a **Chargor** and together the **Chargors**); and
- (2) Allied Irish Banks, p.l.c. having its head office at Bankcentre, Ballsbridge, Dublin 4 (the **Security Trustee**).

#### RECITALS

- A. Each of the **Chargors** is indebted or may hereafter become indebted to Finance Parties either in respect of borrowings or as guarantor of the borrowings of other **Chargors** or otherwise.
- B. It has been agreed between the **Chargors** and the **Security Trustee** that all monies now owing or which shall at any time in the future become owing on a general balance of account or otherwise from any of the **Chargors** to the Finance Parties with interest, costs and charges under the Finance Documents shall be secured by this Debenture.
- C. The **Security Trustee** holds the benefit of this Debenture on trust for the Finance Parties on the terms of the Finance Documents.

IT IS AGREED BY THIS DEBENTURE as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Debenture, unless the context otherwise requires terms used in the Facility Agreement have the same meaning and construction and:

**Accession Agreement** shall have the meaning ascribed to in the Facility Agreement;

**Act** means the Land and Conveyancing Law Reform Act 2009;

**Assigned Assets** means the Intercompany Loans and the Hedging Agreements;

**Charged Assets** means the Specifically Charged Assets, the Assigned Assets and the Other Assets;

**Converted Assets** means assets that were the subject of a floating charge that has now converted to a fixed charge pursuant to clause 3.4 (*Conversion of a floating charge*);

**Enforcement Event** means the delivery by the Facility Agent of a notice pursuant to and in accordance with Clause 25.19 of the Facility Agreement;

**Event of Default** means an event of default as set out in Clause 25 of the Facility Agreement;

**Examiner** means an examiner appointed under Section 2 of the Companies (Amendment) Act 1990;

**Facility Agreement** means the facilities agreement dated 30 November 2007 between the parties thereto (as amended and restated from time to time, including pursuant to an amendment and restatement agreement dated 20 February 2008 between the parties thereto and a second amendment and restatement agreement dated March 2013 between the parties thereto), including any Accession Agreement;

**Finance Parties** and **Finance Party** has the meaning given to it in the Facility Agreement;

**Hedging Agreements** has the meaning given to it in the Facility Agreement;

**Intellectual Property Rights** means all present and future know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, trade names, copyrights and other intellectual property rights and confidential information and any interests (including by way of licence) in any of the above (in each case whether registered (in Ireland or elsewhere) or unregistered and including all applications of any such registration);

supplemented in any manner from time to time, however fundamentally and which may include, without limitation, an increase in facilities provided under a Finance Document, an increase in any interest rate applicable to facilities provided under a Finance Document, an increase in the Liabilities and/or any rescheduling of Financial Indebtedness;

- 1.3. The Schedules form part of this Debenture and are to have effect as if set out in full in the body of this Debenture and any reference to this Debenture includes the Schedules.

## 2. OBLIGATION TO PAY AND DISCHARGE

The Chargors jointly and severally covenant to pay and discharge to the Security Trustee on demand each of their Liabilities when due in accordance with its terms as specified in the relevant Finance Document.

## 3. CHARGING PROVISIONS

### 3.1. Fixed Charges

Each Chargor as beneficial owner to the intent that the mortgage and charge contained in this Debenture will be a continuing security for the payment and discharge of the Liabilities:

- 3.1.1. **CHARGES** as a first fixed charge, and in the case of registered land as registered owner or as the person entitled to be registered as owner, the property set out in Schedule 2 with the payment, performance and discharge of the Liabilities and **HEREBY ASSENTS** to the registration of the charges as a burden on the said property;
- 3.1.2. **CHARGES** as a first fixed charge all other (if any) freehold and leasehold property of the Chargor now vested in it (whether or not registered), together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 3.1.3. **CHARGES** as a first fixed charge all future freehold and leasehold property, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 3.1.4. **CHARGES** as a first fixed charge so much of the lands, hereditaments, and premises specified against its name in Schedule 2 to this Debenture as are of leasehold and/or freehold tenure together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 3.1.5. **CHARGES** as a first fixed charge any present or future stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by such Chargor including, without limitation, those stocks, shares, debentures, bonds, warrants, coupons or other securities specified against its name in Schedule 2 to this Debenture but excluding the shares in the Excluded Companies (together the **Securities**) and any rights attaching and any dividend or interest paid or payable in relation to them and any rights, monies or property accruing or offered at any time in relation to them by way of redemption, substitution, exchange or bonus under option rights or otherwise;
- 3.1.6. **CHARGES** as a first fixed charge the contracts, agreements and licences specified against its name in Schedule 2 to this Debenture and all the right, title and interest of such Chargor in those contracts, agreements and licences;
- 3.1.7. **CHARGES** As a first fixed charge all other plant, machinery, vehicles, computers and office and other equipment of such Chargor both present and future (including stock in trade of such Chargor);
- 3.1.8. **CHARGES** As a first fixed charge all such Chargor's uncalled capital for the time being and the said Chargor's present and future goodwill;

~~3.1.9~~ **CHARGES** As a first fixed charge all of such Chargor's rights, title, interest and benefit in all Intellectual Property Rights including, without limitation, all Intellectual Property Rights specified against its name in Schedule 2 to this Debenture and all computer software and licences and ancillary and connected rights relating to the intangible property both present and future of the said Chargor;

**3.2. Security Assignments**

Each Chargor, as beneficial owner to the intent that the assignment contained in this Debenture will be a continuing security for the payment and discharge of the Liabilities, hereby assigns absolutely to the Security Trustee by way of security all its present and future rights, title and interest in and to the Assigned Assets.

**3.3. Floating charge**

Each Chargor hereby charges unto the Security Trustee by way of first floating charge, all of its assets and undertaking whatsoever and wheresoever, both present and future and the property and assets referred to in clauses 3.1 (*Fixed charges*) and 3.2 (*Security Assignment*) above (if and in so far as such mortgages, charges and/or assignments in this Debenture shall be ineffective as fixed charges/security assignments).

PROVIDED ALWAYS that the mortgages and charges provided for in Clauses 3.1 and 3.3 shall exclude the shares held in the Excluded Companies.

**3.4. Conversion of a floating charge**

**3.4.1. Conversion by notice**

The Security Trustee may, by notice in writing to the Chargors, convert the floating charge created under this Debenture into a fixed charge as regards all or any of the assets of the Chargors specified in the notice if:

- (1) an Enforcement Event has occurred; and
- (2) the Security Trustee considers, in good faith, that the Other Assets (or any of them) are in danger of being seized or sold under or pursuant to any form of distress, attachment, execution, diligence or other legal process levied or threatened or which may be or become in jeopardy or which have been made or may become the subject of an injunction or otherwise attached

and such fixed charge shall apply to all assets the subject of the floating charge as specified in the notice.

**3.4.2. Automatic conversion**

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 (without notice) as regards all assets which are subject to the floating charge:

- (1) immediately prior to the time when any Chargor takes any step (i) to create any security in breach of Clause 24.6 of the Facility Agreement over such Other Assets of such Chargor not subject to a fixed charge under this Debenture or (ii) to dispose of such Other Assets in breach of Clause 24.7 of the Facility Agreement;
- (2) if and when any person levies or notifies such Chargor that it or any other person intends to levy any distress, execution, sequestration or other process against those

## Schedule 1

## THE CHARGORS

No	Name	Registered Office	Registered No.
1.	Doyle Hotels (Holdings) Limited	156 Pembroke Road, Ballsbridge, Dublin 4	418681
2.	West Hotel Trading Company Limited	156 Pembroke Road, Ballsbridge, Dublin 4	424471
3.	Doyle Hotels (Finance) Limited	156 Pembroke Road, Ballsbridge, Dublin 4	447374
4.	Doyle Hotels (US) Limited (formerly Koyland)	156 Pembroke Road, Ballsbridge, Dublin 4	267222
5.	Doyle Hotel Group Limited	156 Pembroke Road, Ballsbridge, Dublin 4	18327
6.	P.V. Doyle Holdings Limited	156 Pembroke Road, Ballsbridge, Dublin 4	21337
7.	P.V. Doyle Hotels Limited	156 Pembroke Road, Ballsbridge, Dublin 4	29651
8.	Thornhill Incorporated	156 Pembroke Road, Ballsbridge, Dublin 4	21705
9.	Doyle Hotels (Ireland) Limited (formerly Glasshall Limited)	156 Pembroke Road, Ballsbridge, Dublin 4	418678
10.	Catara Investments Limited	156 Pembroke Road, Ballsbridge, Dublin 4	344792



**CHARGES ON CONTRACTS**

(clause 3.1.6)

**INTELLECTUAL PROPERTY RIGHTS**

(clause 3.1.9)

**Particulars**

No	Jurisdiction	TM Number	Mark	Date	Status	Classes	Proprietor
1.	Irish	240747	Café Novo	15/12/2008	Registered	41, 43, 44	PV Doyle Hotels Limited
2.	Irish	216428	ANABEL	10/11/1999	Registered	41,42	PV Doyle Hotels Limited
3.	Irish	216798	ANABEL (Figurative)	10/11/1999	Registered	41,42	PV Doyle Hotels Limited
4.	Irish	206638	ANNABELS	14/10/1997	Registered	41,42	PV Doyle Hotels Limited
5.	Irish	215412	BURLINGTON	15/07/1999	Registered	41,42	PV Doyle Hotels Limited
6.	Irish	218421	CLUB ANABEL	11/07/2000	Registered	41,42	PV Doyle Hotels Limited
7.	Irish	216639	THE BERKELEY COURT HOTEL	13/12/1999	Registered	41,42	PV Doyle Hotels Limited
8.	Irish	218006	THE BURLINGTON	04/01/2000	Registered	41,42	PV Doyle Hotels Limited
9.	Irish	218397	THE BURLINGTON (Figurative)	11/07/2000	Registered	41,42	PV Doyle Hotels Limited
10.	Irish	218007	THE BURLINGTON HOTEL	04/01/2000	Registered	41,42	PV Doyle Hotels Limited
11.	Irish	215995	THE WESTBURY	22/11/1999	Registered	41,42	PV Doyle Hotels Limited
12.	Irish	218089	The Westbury (Figurative)	11/07/2000	Registered	41,42	PV Doyle Hotels Limited
13.	Irish	215996	THE WESTBURY HOTEL	22/11/1999	Registered	41,42	PV Doyle Hotels Limited
14.	Irish	235588	The Sideline Bar	16/02/2006	Registration	41, 43	PV Doyle Hotels Limited

No	Jurisdiction	TM Number	Mark	Date	Status	Classes	Proprietor
15.	Irish	235587	THE SIDELINE BISTRO	15/02/2006	Registration	41, 43	PV Doyle Hotels Limited
16.	Irish	234933	THE SIDELINE BAR (series of marks)	06/02/2006	Registration	41, 43	PV Doyle Hotels Limited
17.	Irish	234925	THE SIDELINE BISTRO (series of 2 marks)	06/02/2006	Registration	41, 43	PV Doyle Hotels Limited
18.	EU	004550372	Rejuvenate ENTERTAINMENT (image)	18/08/2005	Registered	41,43, 44	PV Doyle Hotels Limited
19.	EU	004551041	rejuvenate BED (Image)	18/08/2005	Pending Registration	41,43, 44	PV Doyle Hotels Limited
20.	EU	004551024	rejuvenate BATHROOM (Image)	18/08/2005	Pending Registration	41,43, 44	PV Doyle Hotels Limited
21.	EU	004550216	rejuvenate (Image)	18/08/2005	Pending Registration	41,43, 44	PV Doyle Hotels Limited
22.	EU	002816734	TREASURE YOUR LEISURE (Word)	17/09/2002	Registered	41, 43	PV Doyle Hotels Limited
23.	EU	008190902	The Bloomsbury Hotel (London) (figurative)	31/08/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
24.	EU	007291073	DC The Doyle Collection (figurative)	01/07/2009	Registered	41,43,44	PV Doyle Hotels Limited
25.	EU	007291016	The Marylebone Hotel London DC (figurative)	09/06/2009	Registered	41,43,44	PV Doyle Hotels Limited
26.	EU	007290951	The Cork Hotel, Cork DC (figurative)	06/07/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
27.	EU	007290836	DC (figurative)	11/05/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
28.	EU	007290811	The Normandy Hotel Washington DC (figurative)	08/06/2011	Registered	41,43,44	PV Doyle Hotels Limited
29.	EU	007290778	The Kensington Hotel London	04/08/2009	Registered	41, 43, 44	PV Doyle Hotels Limited

No	Jurisdiction	TM Number	Mark	Date	Status	Classes	Proprietor
			DC (Figurative)				
30.	EU	007290431	The Westbury Hotel Dublin DC (figurative)	05/06/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
31.	EU	007237399	The Westbury	09/04/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
32.	EU	007188576	Landseer	16/02/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
33.	UK	2519942	The Bristol Hotel, Bristol DC	06/10/2008	Registered	41, 43, 44	PV Doyle Hotels Limited
34.	UK	2591096	Aubrey	12/08/2011	Registered	43	PV Doyle Hotels Limited
35.	UK	2603669	ONE08 / One 08	06/12/2011	Registered	43	PV Doyle Hotels Limited
36.	US	3976332	The Bloomsbury Hotel, London DC	14/06/2011	Registered	41, 43, 44	PV Doyle Hotels Limited
37.	US	3862458	The Doyle Collection DC	19/10/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
38.	US	3830054	The Marylebone Hotel, London DC	10/08/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
39.	US	3884719	The Cork Hotel Cork DC	07/12/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
40.	US	3826855	DC	03/08/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
41.	US	3924453	The Westbury Hotel Dublin DC	01/03/2011	Registered	41, 43, 44	PV Doyle Hotels Limited
42.	US	3748268	The Westbury	16/02/2010	Registered	41, 43, 44	PV Doyle Hotels Limited

PRESENT when the Common Seal  
of DOYLE HOTELS (HOLDINGS) LIMITED  
was affixed hereto:

*Bernard Gallagher*  
Signature  
*BHG*  
Signature

PRESENT when the Common Seal  
of WEST HOTEL TRADING COMPANY LIMITED  
was affixed hereto:

*Bernard Gallagher*  
Signature  
*BHG*  
Signature

PRESENT when the Common Seal  
of DOYLE HOTELS (FINANCE) LIMITED  
was affixed hereto:

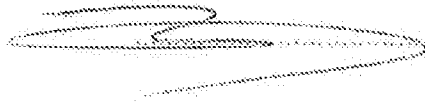
*Bernard Gallagher*  
Signature  
*BHG*  
Signature

PRESENT when the Common Seal  
of DOYLE HOTELS (US) LIMITED  
was affixed hereto:


*Bernard Gallagher*  
Signature  
*BHG*  
Signature

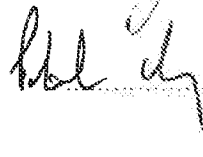
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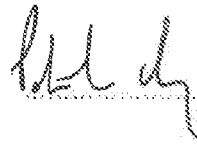
  
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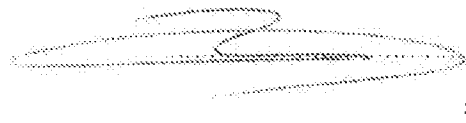
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was affixed hereto:

  
Signature

  
Signature

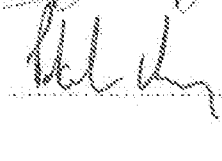
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was affixed hereto:

  
Signature

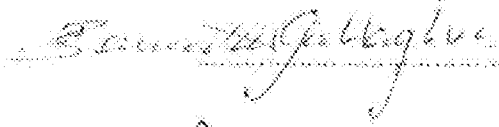
  
Signature


PRESENT when the Common Seal  
of THORNHILL INCORPORATED  
was affixed hereto:

  
Signature

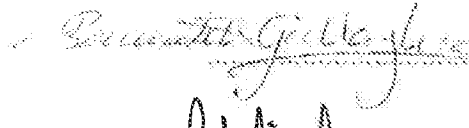
  
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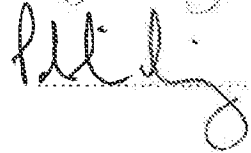
**PRESENT** when the Common Seal  
of **DOYLE HOTELS (IRELAND) LIMITED**  
was affixed hereto:

  
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Signature

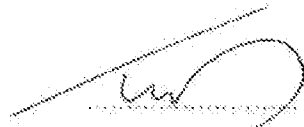
  
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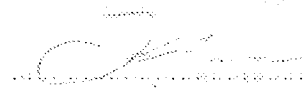
**PRESENT** when the Common Seal  
of **CATATONA INVESTMENTS LIMITED**  
was affixed hereto:

  
.....  
Signature

  
.....  
Signature

**SIGNED** on behalf of the Security Trustee  
in the presence of:

  
.....  
Signature

  
.....  
Signature