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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number

[3][][][]

06549359

Name of company

* Character World Bidco Limited (the "Company")

Date of creation of the charge

4 April 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Assignment Agreement (the "Assignment Agreement")

Amount secured by the mortgage or charge

All liabilities and obligations owed by the Obligors to the Bank under the Finance Documents, in each case whether due, owing or incurred at the date of the Assignment Agreement or thereafter (each such term as defined in the Appendix) (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland Plc (the "Bank") acting as agent for National Westminster Bank Plc 135, Bishopsgate, London Postcode EC2M 3UR

Presenter's name address and reference (if any)

Pinsent Masons LLP 100 Barbirolli Square Manchester M2 3SS

AC15/21824924/71376.07609

Time critical reference

For official Use (02/00) Mortgage Section

Post room

TUESDAY



AY1J5YWR A12 15/04/2008 93

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the Appendix

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Pinsent Masons LLP

Date 14 April 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

APPENDIX

All defined terms have the meanings given to those terms below

1 ASSIGNMENT

The Company with full title guarantee has assigned by way of security (but subject always to the Company's right of redemption) to the Bank the Assigned Contract together with the Assigned Rights provided that the Company is entitled until the Enforcement Date to exercise all rights assigned under the Assignment Agreement (subject to the terms of the Finance Documents)

2 BORROWER'S COVENANT

The Company covenants with the Bank, among other things, that it shall not otherwise than as provided in the Facilities Agreement create or permit to subsist any Security (as defined in the Facilities Agreement) over the Assigned Contract or the Assigned Rights

3 FURTHER ASSURANCE

The Company has undertaken, from time to time and at all times, whether before or after the security constituted by the Assignment Agreement shall have become enforceable, to execute and do at its own expense all such deeds, assurances, agreements, instruments, acts and things as the Bank may reasonably require for perfecting and protecting the security constituted by the Assignment Agreement or facilitating the realisation of it or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Bank by the Assignment Agreement and in particular, but without limitation, the Company shall execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may reasonably require

4 CONTINUING SECURITY

The security constituted by the Assignment Agreement shall be a continuing security to the Bank and shall remain in force until expressly discharged in writing by the Bank notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall be without prejudice and in addition to any other right, remedy or security of any kind which the Bank may have at the date of the Assignment Agreement or at any time thereafter for or in respect of any of the Secured Liabilities

All defined terms have the meaning given to those terms below

"Assigned Contract" means the sale and purchase agreement relating to the sale and purchase of the whole of the issued share capital of Character World Limited between (1) Thomas Dan Schweiger, Heather Schweiger, Daniel Schweiger and Mark Schweiger and (2) the Company dated on or about the date of the Assignment Agreement

"Assigned Rights" means all the rights, titles, benefits and interests of the Company whatsoever at the date of the Assignment Agreement and thereafter whether proprietary, contractual or otherwise under or arising out of or evidenced by the Assigned Contract together with the Related Rights

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- "Enforcement Action"** means the acceleration of any Secured Liability following the occurrence of any Event of Default (as defined in the Facilities Agreement) that is continuing
- "Enforcement Date"** means the date on which the Bank first takes Enforcement Action
- "Facilities Agreement"** means the facilities agreement dated on or about the date of the Assignment Agreement between, amongst others, the Bank and the Company (and such expression shall include the Facilities Agreement as from time to time amended, varied, supplemented, extended or replaced)
- "Finance Documents"** has the meaning given to such term in the Facilities Agreement
- "Obligors"** means Character World Holdco Limited, the Company, Character World Limited and T D S Enterprises Limited together with any Additional Borrower or Additional Guarantor (as each such term is defined in the Facilities Agreement)
- "Related Rights"** means in relation to the Assigned Contract
- (a) the proceeds of sale of any part of that Assigned Contract,
 - (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Assigned Contract,
 - (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Assigned Contract, and
 - (d) any moneys and proceeds paid or payable in respect of the Assigned Contract



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 6549359
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT AGREEMENT
DATED 4 APRIL 2008 AND CREATED BY CHARACTER WORLD
BIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS TO ROYAL BANK OF
SCOTLAND PLC UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 15 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES