

MR01

Particulars of a charge

232659/13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument Use form MR08

FRIDAY



LD6 26/07/2013 #48
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 2 2 9 4 6 2 5

Company name in full ION CONSULTING UK LIMITED

0005

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01 09 20 07 21 23

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Allen & Overy LLP

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Tom Whittaker

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2294625

Charge code: 0229 4625 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2013 and created by ION CONSULTING UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2013.

Given at Companies House, Cardiff on 30th July 2013

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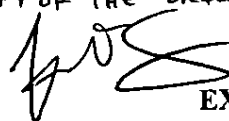
Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED PURSUANT TO S8596
OF THE COMPANIES ACT 2006 I CERTIFY THAT THIS IS A
CORRECT COPY OF THE ORIGINAL DOCUMENT



SRA No. 492311

EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, ION Consulting UK Limited, a private limited company incorporated under the laws of England and Wales (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below),

WHEREAS, ION TRADING TECHNOLOGIES S À R L, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with a share capital of EUR 12500, having its registered office at 63-65, rue de Merl, L-2146 Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register, as Borrower (the "**Borrower**"), ION TRADING TECHNOLOGIES LIMITED, a private limited company incorporated under the laws of Ireland with registered number 526505, each lender from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent (the "**Second Lien Administrative Agent**"), are parties to a Second Lien Credit Agreement dated as of May 22, 2013 (as amended from time to time, the "**Second Lien Credit Agreement**"),

WHEREAS, pursuant to (i) a Second Lien U S Collateral Agreement dated as of May 22, 2013 (as amended and/or supplemented from time to time, the "**Second Lien U.S. Collateral Agreement**") among the Borrower, the Guarantors party thereto and the Second Lien Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Collateral Documents (including this Second Lien Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), and

WHEREAS, terms defined in the Second Lien U S Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien U S Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising

(i) each Trademark (as defined in the Second Lien U S Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law,

(ii) each Trademark License (as defined in the Second Lien U S Collateral Agreement) to which the Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto, and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License or for injury to the goodwill associated with any of the foregoing

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Second Lien Trademark Security Agreement and to accomplish the purposes hereof

Except to the extent expressly permitted in the Second Lien U S Collateral Agreement or the Second Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien U S Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark

Collateral granted hereby are more fully set forth in the Second Lien U S Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF THAT FEDERAL COURT LACKS SUBJECT MATTER JURISDICTION, THE COMMERCIAL DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK FEDERAL OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH STATE COURT EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW NOTHING IN THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AGAINST ANY OTHER PARTY HERETO OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT IN ANY NEW YORK STATE OR FEDERAL COURT EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT

EACH PARTY TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 20 OF THE SECOND LIEN U S COLLATERAL AGREEMENT NOTHING IN THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW

IN WITNESS WHEREOF, the Grantor has caused this Second Lien
Trademark Security Agreement to be duly executed by its officer thereunto duly
authorized as of the 19 day of July, 2013

ION CONSULTING UK LIMITED

By

Name KEITH GREEN
Title DIRECTOR

[Signature Page to 2nd Lien Trademark Security Agreement]

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IN WITNESS WHEREOF, the Grantor has caused this Second Lien
Trademark Security Agreement to be duly executed by its officer thereunto duly
authorized as of the ___ day of July, 2013

ION CONSULTING UK LIMITED

By _____
Name
Title

Acknowledged

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second Lien Administrative
Agent

By _____
Name VIPUL DHADDA
Title AUTHORIZED SIGNATORY

By _____
Name MICHAEL SPAIGHT
Title AUTHORIZED SIGNATORY

Schedule 1

ION CONSULTING UK LIMITED

U.S. TRADEMARK REGISTRATIONS

| Grantor | Mark | Application No. | Filing Date | Registration No. | Registration Date |
|---------------------------|-------------|----------------------------|------------------------|-----------------------------|------------------------------|
| ION CONSULTING UK LIMITED | ANVIL | 76/549,006 | 10/06/2003 | 2,956,592 | 5/31/2005 |
| ION CONSULTING UK LIMITED | ANVIL | 76/548,797 | 10/03/2003 | 2,991,071 | 9/06/2005 |

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