



Registration of a Charge

Company Name: **BIGHAND LIMITED**

Company Number: **03128724**



Received for filing in Electronic Format on the: **17/12/2021**

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Details of Charge

Date of creation: **10/12/2021**

Charge code: **0312 8724 0016**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **THE INSTRUMENT CONTAINS CHARGES (NOT EXPRESSED TO BE FLOATING CHARGES) OVER THE COMPANY'S RIGHTS IN (AMONG OTHER THINGS) ITS INTELLECTUAL PROPERTY, INCLUDING SPECIFICALLY ITS TRADE MARKS WITH REGISTRATION NUMBERS 5278795 AND 3024258. SEE THE INSTRUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**YOON WON SONG, ATTORNEY (NEW YORK), WILLKIE FARR &
GALLAGHER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3128724

Charge code: 0312 8724 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2021 and created by BIGHAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2021 .

Given at Companies House, Cardiff on 18th December 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 10, 2021, this “Intellectual Property Security Agreement”), is made by BIGHAND INC., a Delaware corporation (the “Initial Grantor”), BIGHAND LIMITED, a private limited liability company incorporated and existing under the laws of England and Wales with company number 03128724 (the “Parent Grantor”), and each additional Grantor (together with the Initial Grantor and the Parent Grantor, each a “Grantor” and, collectively, the “Grantors”) in favor of GLAS TRUST CORPORATION LIMITED, as security trustee for the Secured Parties (in such capacity, the “Security Agent”).

WHEREAS, in connection with that certain Senior Facilities Agreement dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Facilities Agreement”), by and among BIGHAND UK MIDCO LIMITED, a private limited liability company incorporated and existing under the laws of England and Wales, as the Parent, BIGHAND UK BIDCO LIMITED, a private limited liability company incorporated and existing under the laws of England and Wales, as the Company and Original Borrower, the Parent, Company and Subsidiaries listed on the signing pages to the Facilities Agreement, as Original Guarantors, Baring Asset Management Limited and National Westminster Bank PLC, as Arrangers, Global Loan Agency Services Limited, as Agent, the financial institutions listed in Schedule 1 to the Facilities Agreement, as Original Lenders, the Security Agent, and the other parties party thereto from time to time, each Grantor has entered into that certain Security Agreement dated as of December 10, 2021, (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Security Agreement”), by such Grantor and any other parties thereto in favor of the Security Agent;

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in certain Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral (as defined below), to the Security Agent, for itself and on behalf and for the ratable benefit of the other Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. As security for the payment and performance of the Secured Obligations, each Grantor hereby grants to the Security Agent, for itself and on behalf and for the ratable benefit of the other Secured Parties, a security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following property (the “Intellectual Property Collateral”):

(a) all state, federal and foreign trademarks, service marks and trade names (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, and all goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and

symbolized by any of the aforementioned properties and assets, except in each case, any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office);

(b) all patents and patent applications, domestic or foreign (including such patents, patent applications as are described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(c) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship (including the U.S. copyright registrations and copyright applications described in Schedule A), computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement and all rights of renewal and extension of copyright;

in each case, solely to the extent the same constitutes Intellectual Property Collateral under the Security Agreement.

2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and/or the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Intellectual Property Security Agreement.

3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Intellectual Property Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the Security hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Facilities Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the Facilities Agreement, all terms and provisions of which are incorporated herein by reference. In

the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Facilities Agreement, the provisions of the Security Agreement or the Facilities Agreement, as applicable, shall govern.

6. Definitions. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or the Facilities Agreement, as applicable.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

BIGHAND INC.

By: 
Name: Eric Wangler
Title: President

BIGHAND LIMITED

By: _____
Name: James Davis
Title: Director

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

BIGHAND INC.

By: _____
Name: Eric Wangler
Title: President

BIGHAND LIMITED

By: _____
Name: James Davis
Title: Director

Accepted and Agreed:


GLOBAL LOAN AGENCY SERVICES LIMITED,
as Agent

By:  _____
Name: Steve Wright
Title: Senior Transaction Manager

Schedule A

TRADEMARKS AND SERVICE MARKS

Registered U.S. Trademarks and Service Marks

Mark	Reg. Number	Reg. Date	App. Number	App. Date	Owner
	5278795	9/05/2017	79192628	4/26/2016	BigHand Limited
BIGHAND	3024258	12/06/2005	78097445	12/10/2001	BigHand Limited
IDISCOVER	2911654	12/14/2004	78178429	10/25/2002	BIGHAND INC.
ISCRUB	2978354	7/26/2005	78178424	10/25/2002	BIGHAND INC.
IDOCID	4063862	11/29/2011	77839434	10/01/2009	BIGHAND INC.
SPINCYCLE	3771999	4/06/2010	77136907	3/21/2007	BIGHAND INC.

Pending U.S. Trademark and Service Mark Applications

None.

PATENTS

Issued U.S. Patents

Patent	Reg. Number	Reg. Date	App. Number	App. Date	Owner
SYSTEM AND METHOD FOR EFFICIENTLY PROVIDING CONTENT OVER A THIN CLIENT NETWORK	8024289	9/20/2011	12182346	7/30/2008	BIGHAND LTD.

Pending U.S. Patent Applications

None.

COPYRIGHTS

Registered U.S. Copyrights

None.

Pending U.S. Copyright Applications

None.