



Registration of a Charge

Company name: **COMPUTER PATENT ANNUITIES INTERNATIONAL LIMITED**

Company number: **04016625**



XA1GT4J7

Received for Electronic Filing: **01/04/2021**

Details of Charge

Date of creation: **30/03/2021**

Charge code: **0401 6625 0007**

Persons entitled: **BANK OF AMERICA, N.A., AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

Contains floating 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4016625

Charge code: 0401 6625 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2021 and created by COMPUTER PATENT ANNUITIES INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2021 .

Given at Companies House, Cardiff on 6th April 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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 30 March 2021

BETWEEN:

- (1) THE ENTITIES SET OUT IN PART C OF SCHEDULE 1 (each a “New Chargor” and together the “New Chargors”); and
- (2) BANK OF AMERICA, N.A. as collateral agent for itself and the other Secured Parties (the “Collateral Agent”).

RECITAL:

This deed is supplemental to a debenture dated 31 October 2019 between, amongst others, the Chargors named therein (and as set out in Part A of Schedule 1 to this deed) and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) including that security accession deed dated 15 May 2020 between the Chargors named therein (and as set out in Part B of Schedule 1 to this deed) and the Collateral Agent (the “Debenture”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Each New Chargor as primary obligor (and not merely as surety) covenants with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Loan Documents.

2.3 Specific Security

Subject to Clause 2.6 (*Excluded Assets*) below, each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of fixed charge:

- (a) all of its right, title and interest in its Intellectual Property;

- (b) all the Shares and all corresponding Related Rights;
- (c) all monies standing to the credit of the Accounts and all corresponding Related Rights; and
- (d) if not effectively assigned by Clause 2.5 (*Security assignment*), all its rights, title and interest in (and claims under) the Assigned Agreements.

2.4 Floating charge

- (a) Subject to paragraphs (b), (d) and (h) of the definition of Excluded Assets and as further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security assignment*).
- (b) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 shall be deferred in point of priority to all fixed Security constituted by this deed.
- (c) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 is a “qualifying floating charge” for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Security assignment

- (a) Subject to Clause 2.6 (*Excluded Assets*) and as further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in the Assigned Agreements to which it is a party, subject in each case to reassignment by the Collateral Agent to the New Chargor of all such rights, title and interest upon the Final Discharge Date.
- (b) Until the occurrence of an Acceleration Event which is continuing to the extent not prohibited by the Loan Documents, each New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements to which it is a party subject to Clause 7.3 (*Assigned Agreements*).

2.6 Excluded Assets

- (a) For the avoidance of doubt, all and any Excluded Assets owned by any New Chargor or in which a New Chargor has any interest shall be excluded from the charges created by Clause 2.3 (*Specific Security*), Clause 2.4 (*Floating charge*) and Clause 2.5 (*Security assignment*) subject that only paragraphs (b), (d) and (h) of the definition of Excluded Assets shall be excluded from the operation of Clause 2.4 (*Floating charge*).
- (b) A New Chargor may, at any time on and from the date of this deed, notify the Collateral Agent of any assets or undertaking that in its reasonable opinion are Excluded Assets covered by the exclusions set out above and will, after a written request of the Collateral Agent, provide supporting evidence where doing so would not cause any New Chargor to breach any legal requirement, contract, lease, licence, instrument or other third party arrangement.

3. **NEGATIVE PLEDGE**

No New Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by the Loan Documents or with the prior written consent of the Collateral Agent.

4. **CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. **CONSTRUCTION OF DEBENTURE**

- (a) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.
- (b) This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Delivery of a counterpart of this deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6. **NOTICES**

- (a) Each New Chargor confirms that its address details for notices in relation to Clause 20 (*Notices*) of the Debenture are as follows:

Address: Friars House, 160 Blackfriars Road, London SE1 8EZ

E-mail : martin.reeves@clarivate.com

Attention: General Counsel

- (b) This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed to that Chargor by any other Group Company and contained in any other Loan Document.

7. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

8. **ELECTRONIC SIGNATURES**

- (a) Any signature (including, without limitation, (x) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record and (y) any facsimile, E-pencil or .pdf signature) to this deed shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this deed.

- (b) Each New Chargor represents and warrants to the other party that it has the corporate capacity and authority to execute this deed through electronic means and there are no restrictions for doing so in that party's constitutional documents.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
COMPUTER PATENT ANNUITIES INTERNATIONAL LIMITED acting by:

Stephen Hartman as Director: _____


Dawn Logan Keefe as Secretary: _____

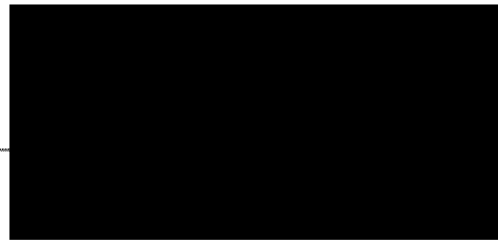
SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
COMPUTER PATENT ANNUITIES INTERNATIONAL LIMITED acting by:

Stephen Hartman as Director: _____

Dawn Logan Keffe as Secretary: _____



EXECUTED as a DEED by
CPA GLOBAL FINCO LIMITED acting by:

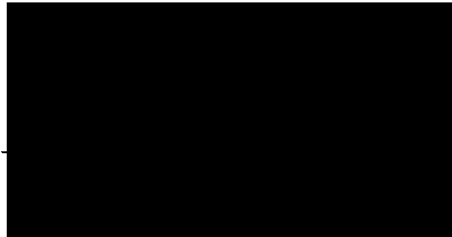
Stephen Hartman as Director: 

Dawn Logan Keefe as Secretary:


EXECUTED as a DEED by
CPA GLOBAL FINCO LIMITED acting by:

Stephen Hartman as Director: _____

Dawn Logan Keffe as Secretary: _____



EXECUTED as a DEED by
CPA GLOBAL (LONDON IP) LIMITED acting by:

Stephen Hartman as Director: 

Dawn Logan Keefe as Secretary:

EXECUTED as a DEED by
CPA GLOBAL (LONDON IP) LIMITED acting by:

Stephen Hartman


as Director:

Dawn Logan Keefe

as Secretary:



EXECUTED as a DEED by
CPA GLOBAL LEGAL SUPPORT SERVICES UK LIMITED acting by:

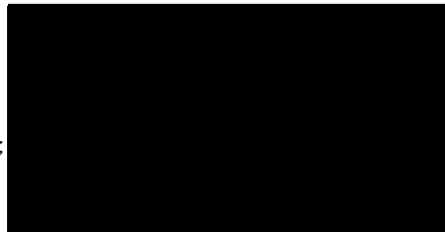
Stephen Hartman as Director: 

Dawn Logan Keefe as Secretary:

EXECUTED as a DEED by
CPA GLOBAL LEGAL SUPPORT SERVICES UK LIMITED acting by:

Stephen Hartman _____ as Director: _____

Dawn Logan Keefe _____ as Secretary: _____



EXECUTED as a DEED by
CPA GLOBAL MANAGEMENT SERVICES LTD acting by:

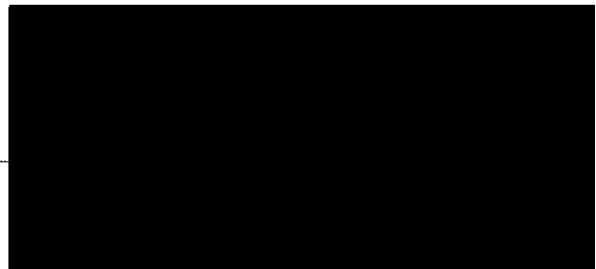
Stephen Hartman as Director: _____


Dawn Logan Keefe as Secretary: _____

EXECUTED as a DEED by
CPA GLOBAL MANAGEMENT SERVICES LTD acting by:

Stephen Hartman as Director: _____

Dawn Logan Keffe as Secretary: _____



EXECUTED as a DEED by
CPA GLOBAL (PATRAFEE) LIMITED acting by:

Stephen Hartman

as Director:



Dawn Logan Keefe

as Secretary:

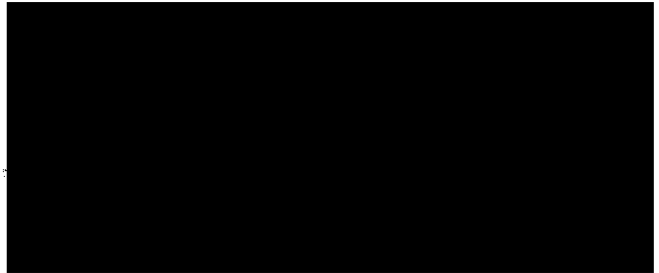
EXECUTED as a DEED by
CPA GLOBAL (PATRALEE) LIMITED acting by:

Stephen Hartman

as Director:

Dawn Logan Keefe

as Secretary:



EXECUTED as a DEED by
CPA GLOBAL RENEWALS (UK) LIMITED acting by:

Stephen Hartman _____ as Director: _____ 

Dawn Logan Keefe _____ as Secretary: _____

EXECUTED as a DEED by
CPA GLOBAL RENEWALS (UK) LIMITED acting by:

Stephen Hartman

as Director:

Dawn Logan Keeffe

as Secretary:



EXECUTED as a DEED by
CPA GLOBAL RENEWALS (UK) LIMITED acting by:

Stephen Hartman _____ as Director: _____ 

Dawn Logan Keefe _____ as Secretary: _____

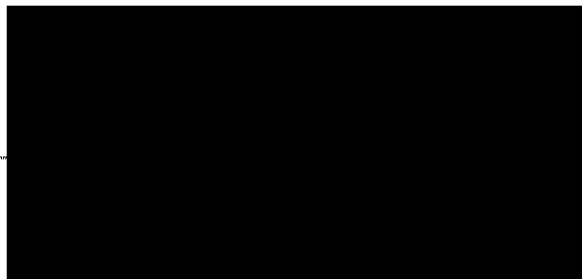
EXECUTED as a DEED by
CPA GLOBAL SOFTWARE SOLUTIONS (UK) LIMITED acting by:

Stephen Hartman


as Director:

Dawn Logan Keffe

as Secretary:



**EXECUTED as a DEED by
CPAUSH LTD acting by:**

Stephen Hartman as Director: 

Dawn Logan Keefe as Secretary:

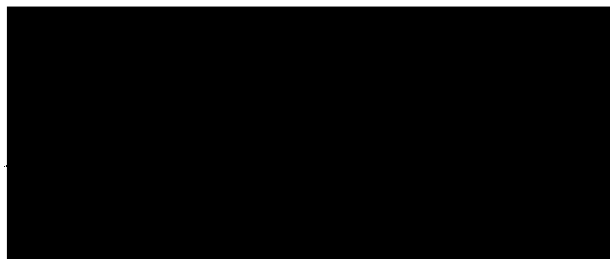
EXECUTED as a DEED by
CPAUSH LTD acting by:

Stephen Hartman

as Director:

Dawn Logan Keffe

as Secretary:



EXECUTED as a DEED by
IPSS EUROPE LIMITED acting by:

Stephen Hartman _____ as Director: _____ 

Dawn Logan Keefe _____ as Secretary: _____

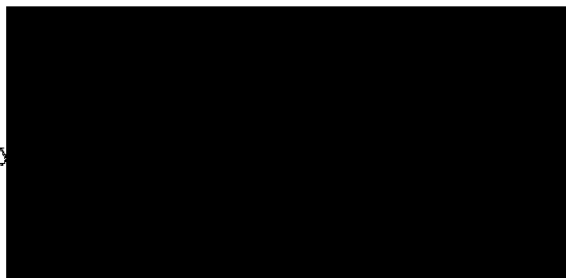
EXECUTED as a DEED by
IPSS EUROPE LIMITED acting by:

Stephen Hartman

as Director:

Dawn Logan Keffe

as Secretary



**EXECUTED as a DEED by
WIRO LIMITED acting by:**

Stephen Hartman _____ as Director: _____ 

Dawn Logan Keefe _____ as Secretary: _____

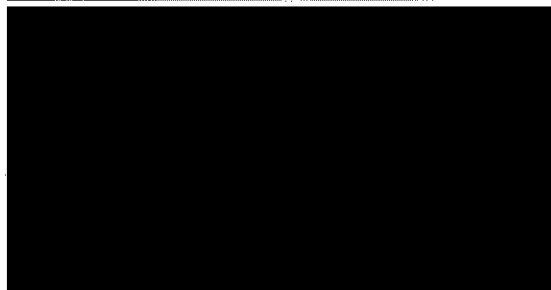
**EXECUTED as a DEED by
WIRO LIMITED acting by:**

Stephen Hartman

as Director:

Dawn Logan Keffe

as Secretary:



THE COLLATERAL AGENT

EXECUTED as a DEED by
BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Henry Pennell
Vice President

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

PART A

Chargor	Registered company number	Jurisdiction of incorporation or formation
Camelot UK Holdco Limited	10314173	England and Wales
Camelot UK Bidco Limited	10267893	England and Wales
Camelot UK Holdco 2 Limited	10324902	England and Wales
Clarivate Analytics (International) Limited	10310594	England and Wales
Centre for Innovation in Regulatory Science Limited	7273030	England and Wales
Centre for Medicines Research International Limited	4281417	England and Wales
Clarivate Analytics (UK) Limited	3940169	England and Wales
MarkMonitor International Limited	4847541	England and Wales
MarkMonitor Global Services Limited	5545746	England and Wales
Clarivate Analytics (Compumark) Limited	11059213	England and Wales
Clarivate Analytics (IP&S) Limited	11059215	England and Wales
Kopernio Limited	10287237	England and Wales
MarkMonitor Limited	11268452	England and Wales
Publons UK Limited	10083035	England and Wales

PART B

Chargor	Registered company number	Jurisdiction of incorporation or formation
Decision Resources Group UK Limited	08302172	England and Wales
Sigmatic Limited	03034965	England and Wales
Sharp Insight Limited	04013273	England and Wales

PART C

New Chargor	Registered company number	Jurisdiction of incorporation
Computer Patent Annuities International Limited	04016625	England and Wales
CPA Global Finco Limited	11148428	England and Wales
CPA Global (Landon IP) Limited	07800044	England and Wales
CPA Global Legal Support Services UK Limited	06982677	England and Wales
CPA Global Management Services Ltd	04087142	England and Wales
CPA Global (Patrafee) Limited	07611599	England and Wales
CPA Global Renewals (UK) Limited	08554235	England and Wales
CPA Global Software Solutions (UK) Limited	03376094	England and Wales
CPAUSH Ltd	04076839	England and Wales
IPSS Europe Limited	03914287	England and Wales
Wiro Limited	07460789	England and Wales

SCHEDULE 2

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares / percentage owned
CPA Global Management Services Limited	CPA Global (Landon IP) Limited	1 £1 ordinary share
Computer Patent Annuities International Limited	CPA Global Management Services Ltd	8 £1 ordinary shares
CPA Global Management Services Limited	CPA Global (Patrafee) Limited	101 £0.01 ordinary shares
CPA Global Management Services Limited	CPA Global Software Solutions (UK) Limited	2 £1 ordinary shares
Computer Patent Annuities International Limited	CPAUSH Ltd	4 £1 ordinary shares

SCHEDULE 3

INTELLECTUAL PROPERTY

PART I PATENT AND PATENT APPLICATIONS

None as at the date of this deed.

PART II TRADE MARKS AND TRADE MARK APPLICATIONS

None as at the date of this deed.

PART III REGISTERED DESIGNS AND APPLICATIONS FOR REGISTERED DESIGNS

None as at the date of this deed.

PART IV COPYRIGHT WORKS AND UNREGISTERED DESIGNS

None as at the date of this deed.

PART V DOMAIN NAMES

Name of Chargor	Territory	Domain Name
CPA Global Management Services Ltd	United Kingdom	firsttofile.co.uk
CPA Global Management Services Ltd	United Kingdom	citation-eagle.co.uk
CPA Global Management Services Ltd	United Kingdom	citation-eagle.uk
CPA Global Management Services Ltd	United Kingdom	citationeagle.co.uk
CPA Global Management Services Ltd	United Kingdom	citationeagle.uk
CPA Global Management Services Ltd	United Kingdom	claimkey.uk
CPA Global Management Services Ltd	United Kingdom	computerpatentannuities.uk
CPA Global Management Services Ltd	United Kingdom	cpa-ip.uk
CPA Global Management Services Ltd	United Kingdom	cpa-lacasse.uk
CPA Global Management Services Ltd	United Kingdom	cpa-software.uk

CPA Global Management Services Ltd	United Kingdom	cpa-worldwide.uk
CPA Global Management Services Ltd	United Kingdom	cpadirect.uk
CPA Global Management Services Ltd	United Kingdom	cpadiscover.uk
CPA Global Management Services Ltd	United Kingdom	cpaglobal.co.uk
CPA Global Management Services Ltd	United Kingdom	cpaglobal.uk
CPA Global Management Services Ltd	United Kingdom	cpaglobaldiscover.uk
CPA Global Management Services Ltd	United Kingdom	cpaglobalsolutions.uk
CPA Global Management Services Ltd	United Kingdom	cpainproma.uk
CPA Global Management Services Ltd	United Kingdom	cpainprostart.uk
CPA Global Management Services Ltd	United Kingdom	cpainprotech.uk
CPA Global Management Services Ltd	United Kingdom	cpaip.uk
CPA Global Management Services Ltd	United Kingdom	cpajersey.uk
CPA Global Management Services Ltd	United Kingdom	cpalacasse.uk
CPA Global Management Services Ltd	United Kingdom	cpalp.uk
CPA Global Management Services Ltd	United Kingdom	cpamemostart.uk
CPA Global Management Services Ltd	United Kingdom	cpamemotech.uk
CPA Global Management Services Ltd	United Kingdom	cpasearch.uk
CPA Global Management Services Ltd	United Kingdom	cpasl.uk
CPA Global Management Services Ltd	United Kingdom	cpasoftware.uk
CPA Global Management Services Ltd	United Kingdom	cpasoftwaresolutions.uk
CPA Global Management Services Ltd	United Kingdom	cpatest.uk
CPA Global Management Services Ltd	United Kingdom	domain-name-management.uk
CPA Global Management Services Ltd	United Kingdom	domainnamerenewals.uk

CPA Global Management Services Ltd	United Kingdom	domarque.uk
CPA Global Management Services Ltd	United Kingdom	excelerise.uk
CPA Global Management Services Ltd	United Kingdom	filing-analytics.co.uk
CPA Global Management Services Ltd	United Kingdom	filing-analytics.uk
CPA Global Management Services Ltd	United Kingdom	filinganalytics.co.uk
CPA Global Management Services Ltd	United Kingdom	filinganalytics.uk
CPA Global Management Services Ltd	United Kingdom	firsttofile.uk
CPA Global Management Services Ltd	United Kingdom	globalpatentresearch.uk
CPA Global Management Services Ltd	United Kingdom	intelligentdomainmanagement.uk
CPA Global Management Services Ltd	United Kingdom	internetualproperty.uk
CPA Global Management Services Ltd	United Kingdom	ip-forecaster.co.uk
CPA Global Management Services Ltd	United Kingdom	ip-forecaster.uk
CPA Global Management Services Ltd	United Kingdom	ipforecaster.co.uk
CPA Global Management Services Ltd	United Kingdom	ipforecaster.uk
CPA Global Management Services Ltd	United Kingdom	ipsearching.uk
CPA Global Management Services Ltd	United Kingdom	legalstrategyreview.uk
CPA Global Management Services Ltd	United Kingdom	lsreview.uk
CPA Global Management Services Ltd	United Kingdom	patentrenewals.uk
CPA Global Management Services Ltd	United Kingdom	patentresearch.uk
CPA Global Management Services Ltd	United Kingdom	patentresources.co.uk
CPA Global Management Services Ltd	United Kingdom	patentresources.uk
CPA Global Management Services Ltd	United Kingdom	theipwire.uk
CPA Global Management Services Ltd	United Kingdom	tmds-excelerise.uk

CPA Global Management Services Ltd	United Kingdom	tmds.uk
CPA Global Management Services Ltd	United Kingdom	trademarksdirectoryservice.uk
CPA Global Management Services Ltd	United Kingdom	trademarksearching.uk
CPA Global Management Services Ltd	United Kingdom	trademarksolutions.uk
CPA Global Management Services Ltd	United Kingdom	trademarkwatching.uk