



**Registration of a Charge**

Company Name: **SECRET GROUP LIMITED**

Company Number: **05071764**



Received for filing in Electronic Format on the: **16/11/2022**

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**Details of Charge**

Date of creation: **15/11/2022**

Charge code: **0507 1764 0008**

Persons entitled: **BAIN CAPITAL CREDIT, LP**

Brief description: **REGISTERED TRADEMARKS FOR SECRET GROUP LIMITED AS DESCRIBED IN SCHEDULE 2 OF THE INSTRUMENT. FOR FULL DETAILS, PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: **SAMANTHA BOWLEY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5071764

Charge code: 0507 1764 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2022 and created by SECRET GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2022 .

Given at Companies House, Cardiff on 18th November 2022

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 (this “*Agreement*”), dated as of November 15, 2022, is made by and between SECRET GROUP LIMITED, a limited company incorporated in England and Wales (“*Grantor*”), and BAIN CAPITAL CREDIT, LP, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Term Loan Agreement referenced below).

RECITALS

A. WHEREAS, pursuant to that certain Term Loan Agreement dated as of December 11, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Term Loan Agreement*”) among TODAYTIX, INC., a Delaware corporation (the “*Borrower*”), the several financial institutions or entities from time to time parties thereto as lenders (each a “*Lender*” and collectively, the “*Lenders*”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to Grantor upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Term Loan Agreement, Grantor and certain affiliates of Grantor have executed and delivered the Amendment and Assumption Agreement, dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the IP Collateral as set forth herein; and

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

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

1. **Incorporation of Collateral Agreement.** The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Administrative Agent by Grantor pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest and Lien in the IP Collateral (as defined below) made and granted hereby by the Grantor are more fully set forth in the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Collateral Agreement, shall have the meanings given to them in the Collateral Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor’s right, title and interest in, to and under all Intellectual Property of Grantor, including, without limitation, the following, whether now existing or hereafter arising (collectively, the “*IP Collateral*”):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, which are pending or issued with the United States Patent and Trademark Office (the “USPTO”) (collectively, the “*Patents*”);

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby, which are pending or registered with the USPTO (collectively, the “*Trademarks*”);

(c) copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, which are pending or registered with the United States Copyright Office (collectively, the “*Copyrights*”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution and misappropriation; *provided* that nothing in this Agreement shall constitute an assignment of an “intent to use” application of a trademark, to the extent such assignment would render the application void.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SECRET GROUP LIMITED**

By:   
Name: Brian Fenty  
Title: Director

AGREED TO AND ACCEPTED:

**BAIN CAPITAL CREDIT, LP,**  
as Administrative Agent

DocuSigned by:  


By: \_\_\_\_\_  
Name: Andrew S. Viens

Title: Managing Director & Global Head of Operations

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE 1**

Patents

None.

**SCHEDULE 2**

## Trademarks

| Mark             | Country                  | Class      | App. No. | Reg. No. | Current Owner        | Status     |
|------------------|--------------------------|------------|----------|----------|----------------------|------------|
| SECRET<br>CINEMA | United States of America | 38, 41     |          | 1075031  | Secret Group Limited | Registered |
| SECRET<br>CINEMA | United States of America | 09, 25, 41 |          | 1640976  | Secret Group Limited | Registered |
| TELL NO ONE      | United States of America | 09, 25, 41 |          | 5974754  | Secret Group Limited | Registered |

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**SCHEDULE 3**

Copyrights

None.