



**Registration of a Charge**

Company Name: **SEMAFONE LIMITED**

Company Number: **06963868**



Received for filing in Electronic Format on the: **19/08/2021**

XAB826MG

**Details of Charge**

Date of creation: **17/08/2021**

Charge code: **0696 3868 0007**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH**

Brief description: **TRADEMARK WITH APPLICATION NUMBER 79/281,514. FOR FURTHER DETAILS OF IP CHARGED, SEE THE INSTRUMENT.**

**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: **MORGAN, LEWIS & BOCKIUS UK LLP**



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

Company number: 6963868

Charge code: 0696 3868 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2021 and created by SEMAFONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2021 .

Given at Companies House, Cardiff on 20th August 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**

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 17<sup>th</sup> day of August, 2021, by and among the Grantor listed on the signature page hereof (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH (“Wells Fargo”), in its capacity as security agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Security Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Facility Agreement dated as of August 17, 2021 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the “Facility Agreement”), by and among Yale Midco 3 Limited, a limited company incorporated under the laws of England with company number 13451660 (“Parent”), Semafone Limited, a limited company incorporated under the laws of England and Wales with company number 06963868 (“Semafone”) and those additional entities that hereafter become parties to the Facility Agreement as Borrowers in accordance with the terms thereof (together with Parent and Semafone, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Subsidiaries of Parent listed in Part 1 of Schedule 1 to the Facility Agreement (together with the Parent, the “Original Guarantors”), and those additional entities that hereafter become parties to the Facility Agreement as Guarantors in accordance with the terms thereof, each, a “Guarantor” and individually and collectively, jointly and severally, the “Guarantors”), the lenders party thereto as “Original Lenders” (each of such Original Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), the Security Agent, Wells Fargo, as Agent for the Finance Parties party thereto (in such capacity, together with its successors and assigns in such capacity, the “Agent”), Wells Fargo, as Issuing Bank, and Wells Fargo, as the Arranger, the Finance Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Facility Agreement and the other Finance Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Security Agent, for the benefit of the Secured Parties, that certain US Security Agreement, dated as of August 17, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, restated, supplemented or otherwise modified, the “US Security Agreement”); and

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to Security Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement or, if not defined therein, in the Facility Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Security Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this

Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Security Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Security Agent, for the benefit of the Secured Parties, pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Security Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Security Agreement, the US Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors’ obligations under any Finance Document, Grantor hereby authorizes Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Security Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Security Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of

which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATISMUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**SEMAFONE LIMITED**, a limited company  
incorporated under the laws of England and Wales with  
company number 06963868


By: \_\_\_\_\_

Name: Gary Barnett

Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**








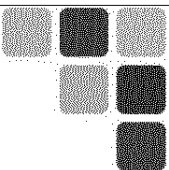
**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
LONDON BRANCH, as Security Agent**

By:   
Name: Steven Chait  
Title: Authorized Signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Each of the Trademarks listed hereinbelow is owned by Semafone Limited.

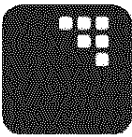


App. No.	Reg. No.	Mark	Filing Date	Reg. Date	Status
79/281,514	-	cardprotect relay+ 	06-27-2019	-	Inactive
79/281,178	-	cardprotect voice+ 	06-27-2019	-	Inactive
79/304,237	-	Rushmore	05-14-2019	-	Pending
79/209,893	5,488,718	bankprotect 	12-13-2016	06-12-2018	Registered
79/212,911	-	cardprotect 	12-13-2016	-	Inactive
79/261,863	6,197,440	cardprotect 	08-17-2018	11-17-2020	Registered
79/215,895	5,567,613	personalprotect 	05-19-2017	09-25-2018	Registered
79/173,380	5,047,365	secured by  semafone	01-29-2015	09-27-2016	Registered
79/172,145	5,139,374	SEMAFONE	01-29-2015	02-14-2017	Registered
90/530,527	-	Semafone PaymentCentral+	02-16-2021	-	Pending
90/530,469	-	Semafone Scout+	02-16-2021	-	Pending
90/530,565	-	Semafone SecureWeb+	02-16-2021	-	Pending
79/175,765	5,038,480		01-29-2015	09-13-2016	Registered

[Schedule I to Trademark Security Agreement]



### Trademark Licenses

1. Confidential Licensing Agreement between Semafone Limited and Ultra Communications Limited dated 2013 pursuant to which Semafone Limited licensed the following trademarks to Ultra:

Trade Mark	Description	Territory	Registration Number	Classes
SEMAFONE ("Trade Mark A")	Word only	United Kingdom	2528328	09, 35, 37, 38, 42
 ("Trade Mark B")	Device	United Kingdom	2528323	09, 35, 37, 38, 42
 ("Trade Mark C")	Device	United Kingdom	Pending	09, 35, 37, 38, 42
 ("Trade Mark D")	Device	United Kingdom	Pending	09, 35, 37, 38, 42