



Registration of a Charge

Company Name: **DICE FM LTD**

Company Number: **08905651**



XC8OV95T

Received for filing in Electronic Format on the: **28/07/2023**

Details of Charge

Date of creation: **11/07/2023**

Charge code: **0890 5651 0010**

Persons entitled: **OCEAN II PLO LLC AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WEIGHTMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8905651

Charge code: 0890 5651 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2023 and created by DICE FM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th July 2023 .

Given at Companies House, Cardiff on 28th July 2023

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**

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is entered into as of July 11, 2023 by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 800 Menlo Avenue, Suite 210, Menlo Park, CA 94025 in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “Agent”), and **DICE FM LTD**, a company formed under the laws of England and Wales with registered number 14373641, with its principal place of business located at 98 De Beauvoir Road, London, N1 4EN, UK (“Grantor”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan Agreement of even date herewith, by and among Agent, the lenders party thereto from time to time (collectively, the “Lenders”), Grantor, DICE FM Inc., a corporation formed under the laws of Delaware with corporation number 5756710 (“DICE US”), DICE FM UK Ltd, a company formed under the laws of England and Wales with registered number 14373641 (“DICE UK”), and Boiler Room (UK) Limited, a company formed under the laws of England and Wales with registered number 06562273 (“Boiler Room”; together with Grantor, DICE US and DICE UK, each a “Borrower” and collectively the “Borrowers”) (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to the Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Borrowers to the Lenders.

B. Pursuant to the terms of that certain Security Agreement of even date herewith, by and among Agent and Borrowers (as the same may be amended, restated, modified or supplemented from time to time, the “Security Agreement”), Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Borrowers’ obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Borrowers’ obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered Copyrights set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (excluding any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law), including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. 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 Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement. The provisions of the Loan Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

6. 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.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California, or any other jurisdiction).

[Remainder of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

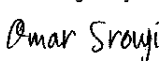
GRANTOR:

Executed as a deed by DICE FM LTD acting by a director

In the presence of:

DocuSigned by:

Signature of Director: 828E418B7AB64C7
Name (in BLOCK CAPITALS): PHILLIP HUTCHEON

DocuSigned by:

Signature of witness: 829C08181CC8443
Name (in BLOCK CAPITALS): OMAR SROUJI
Address: 98 De Beauvoir Road, London, N1 4EN

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership,
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company,
its General Partner

DocuSigned by:

By: 00DF39B80B68460...
Name: Kai Tse
Title: Managing Member

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS


Trademark	Databases	Owner/Applicant	Status	Application date	Registration date	Application number	Registration number	Additional information
DICE	US (USPTO)	DICE FM LTD	Pending	October 22, 2021		97087818		
	US (USPTO)	DICE FM LTD	Pending	October 22, 2021		97088111		
MIO	US (USPTO)	DICE FM LTD	Pending	September 13, 2022		97589324		
DICE Logo	US (USPTO)	DICE FM LTD	Registered	July 16, 2014	April 12, 2016	86338355	4934844	

EXHIBIT D

MASK WORKS

None.