

Registration of a Charge

Company Name: CLEAR SCORE TECHNOLOGY LIMITED

Company Number: 09221862

Received for filing in Electronic Format on the: 31/03/2023

XC0HJ9NE

Details of Charge

Date of creation: 27/03/2023

Charge code: **0922 1862 0009**

Persons entitled: SILICON VALLEY BANK UK LIMITED AS COLLATERAL AGENT

Brief description: TRADE MARK WITH TRADE MARK NUMBER 3800763. FOR MORE

DETAILS, PLEASE REFER TO 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: OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9221862

Charge code: 0922 1862 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2023 and created by CLEAR SCORE TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2023.

Given at Companies House, Cardiff on 4th April 2023

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





We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this

29 March 2023

Signed Offeme Whe LLP

Osborne Clarke LLP One London Wall London EC2Y 5EB

INTELLECTUAL PROPERTY SECURITY AGREEMENT

RECITALS

- A. Borrower #1 and **CREDIT LASER HOLDINGS LIMITED**, a company with limited liability registered in Jersey ("**Borrower #2**", and together with Borrower #1, "**Borrower**") are indebted or liable to Agent pursuant to a term loan and security agreement by and among (*inter alios*) Agent, Borrower, and CA Guarantor dated as of ______ 27 March _____, 2023 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement), whereunder Agent has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "**Loans**") in the amounts and manner set forth in the Loan Agreement;
- B. CA Guarantor has agreed to execute and deliver (*inter alios*) (i) a guarantee agreement in favour of Agent, dated as of the date hereof, pursuant to which CA Guarantor has guaranteed the obligations of Borrower pursuant to the Loan Agreement, and (ii) a general security agreement in favour of Agent, dated as of the date hereof (the "General Security Agreement"), pursuant to which CA Guarantor has provided security over CA Guarantor's Collateral (as such term is defined in the General Security Agreement) in favour of Agent;
 - C. CA Guarantor is a wholly owned subsidiary of Borrower #2;
- D. Agent is willing to make certain financial accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Agent; and
- E. Pursuant to the terms of the Loan Agreement and the General Security Agreement, Grantor has granted to Agent 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.
- **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 Grantor's obligations to Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure Grantor's obligations to the Agent, for its own benefit as a lender and as agent for the benefit of the other Lenders, Grantor grants and pledges to the Agent, for its own benefit as a lender and as agent for the benefit of the other 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 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, 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. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Agent.
- 3. <u>Authorization</u>. 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. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the General Security Agreement, which are hereby incorporated by reference. The provisions of the Loan 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 and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

- 5. <u>Execution in Counterparts</u>. 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 (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Governing Law.</u> 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 Province of Ontario, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

[Signature page follows.]

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:

Signed for and on behalf of

CLEAR SCORE TECHNOLOGY LIMITED)

Signature:

Name:

Title: Director

CLEARSCORE CANADA LIMITED

By:

Name: Stephen Smyth

Title: Authorized Signatory

AGENT:

SILICON VALLEY BANK UK LIMITED

By:
Name: Joel Murphy
Title: Vice President

EXHIBIT A

Copyrights

N/A

$\underline{EXHIBIT\;B}$

Patents

N/A

EXHIBIT C

Trademarks

Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text / image
Clear Score	79343876	USPTO	9 35 36 42	CLEARSCORE PROTECT PLUS
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