

MR01

Particulars of a charge

13/10 3556



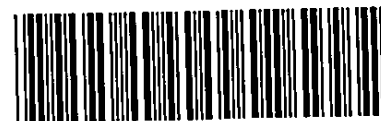
A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

THURSDAY



S36194K8

SCT

24/04/2014

#196

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number

S	C	3	0	0	5	3	8
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Company name in full Metaforic Limited (the "Assignor")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

d	1	d	0	m	0	m	4	y	2	y	0	y	1	y	4
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name ITI Scotland Limited (the "Chargee")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

(i) The patent applications the details of which are set out below together with all patents which may be granted pursuant to such patent applications;

Publication Number

Grant Number

1. EP2045748A1(GB)

N/A

2. EP2131299A1(GB)

EP2131299B1(GB)

3. EP2096534A1(GB)

N/A

(ii) any patent applications and patents which may be made by or granted to the Assignor claiming priority from the said patent application;

(iii) all reissues, divisions, continuations, renewals and extensions of all such patent applications and patents including supplementary protection certificates.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

[Handwritten Signature]

☒ For and on behalf of Shepherd and Wedderburn LLP on behalf of the Chargee

☒

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Patrick Bell

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 300538

Charge code: SC30 0538 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th April 2014 and created by METAFORIC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2014.

Given at Companies House, Edinburgh on 29th April 2014

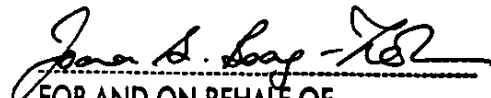


Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CERTIFIED A TRUE COPY


FOR AND ON BEHALF OF
SHEPHERD AND WEDDERBURN LLP

PAYMENT DEFAULT RE-ASSIGNATION

17th April 2014 DATE

by

- (1) **METAFORIC LIMITED**, a company incorporated in Scotland with registered number SC300358 and having its registered office at 146 West Regent Street, Glasgow G2 2RQ (the "Assignor")

in favour of

- (2) **ITI SCOTLAND LIMITED**, a company incorporated in Scotland with registered number SC251900 and having its registered office at Fourth Floor, Atrium Court, 50 Waterloo Street, Glasgow, G2 6HQ (the "Assignee");

WHEREAS

- (A) The parties entered into an Assignment on or around the dates hereof (the "Original Agreement").
- (B) The parties agreed that the Assignor would re-assign the Assigned IP to the Assignee in certain circumstances agreed under Clause 3.12 of the Original Agreement.
- (C) The events described under Clause 3.12 of the Original Agreement have occurred and, accordingly, the Assignor has agreed to sell, transfer, convey, deliver and re-assign the Assigned IP (as defined below) to the Assignee and the parties wish to record the terms of such assignment in writing.

NOW THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, the following terms and expressions shall have the meanings set opposite them:

"Affiliates"	means (in relation to any party which is a company) any subsidiary undertaking or parent undertaking of that party and any subsidiary undertaking of any such parent undertaking, in each case from time to time;
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"AHT IP"	means the anti-tamper/anti-hack software (in object code and source code format) described in Part 1 of the Schedule and all Intellectual Property Rights therein, including the AHT Patent rights and the AHT Know How;
"AHT Know How"	means all Know How in any form or medium in relation to the anti-tamper/anti-hack software described in Part 1 of the Schedule and the AHT Patent Rights;
"AHT Patent Rights"	shall mean: (i) the patent application(s) details of which are set out in Part 1 of the Schedule together with all patents which may be granted pursuant to such patent applications; (ii) any patent applications and patents which may be made by or granted to the Assignor claiming priority from the said patent application; (iii) all reissues, divisions, continuations, renewals and extensions of all such patent applications and patents including supplementary protection certificates;
"Approved Licence"	means a Standalone Licence or a Cross Licence that has been approved by the Assignee in accordance with Clause 2.6 of the Original Agreement;
"Assignment"	means this intellectual property assignment between the Assignor and the Assignee;
"Assignment Date"	means the date on which this Assignment is delivered by the Assignee's Solicitors to the Assignee in accordance with Clause 3.12 of the Original Agreement;
"Assigned IP"	means the AHT IP and the MPL IP;
"Assignee's Solicitors"	means Shepherd and Wedderburn LLP;
"Assignor Group"	means Assignor and its Affiliates;

“Continuing Customer Licences”	means all Customer Licences other than the Expired Customer Licences;
“Cross Licence”	means a cross-license under any part of the Assigned IP that has been entered into by Assignor prior to the Assignment Date in connection with the settlement or amicable resolution of an intellectual property infringement claim or misappropriation claim by a third party relating to the Assigned IP.
“Customer Licence”	means any licence granted under the Assigned IP for the Exploitation of Assignor Group’s products, services or technology and which involves delivery of some of the technology which forms part of the Assigned IP;
“Disclosure Letter”	means a letter disclosing all of the Customer Licences, Approved Licences and Unapproved Licences granted by the Assignor;
“Expired Customer Licences”	means Customer Licences without any revenue payable to or receivable by any member of the Assignor Group in cash or in kind;
“Exploitation”	means any of the following: research, development, design, fabrication, manufacture, procurement, use, assembly, testing, marketing, qualification, distribution, fulfillment, lease, license, sale, offer for sale, importation, simulation, delivery, provision, configuration, installation, support, service, and all other commercialization;
“Intellectual Property”	means any and all intellectual property rights or industrial rights of any description anywhere in the world including without limitation to the foregoing

generality any patents, trade marks, domain names, registered designs, copyright (including without limitation to the foregoing generality rights in computer software, object and source code), rights in the nature of copyright, biological or other materials, database rights, semi-conductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, trade secrets, know-how and any analogous or similar right in any jurisdiction (whether any such rights referred to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration);

“Know How”

means all ideas, concepts, inventions, experience, drawings, documents, designs, models, computer programs and codes, texts, records, operating and testing procedures, instruction manuals, software, algorithms, bills of materials, tables of operating conditions, specifications, data, formulae, processes and process techniques and any other technical or confidential information in any form or medium relating to the Assigned IP;

“Materials”

means any and all physical materials relating to or embodying any of the Assigned IP and/or Technical Information including but not limited to technical documentation, drawings, models, papers, plans, reports, preparatory design materials and prototypes (in each case in whatever medium they may be stored), together with all instruments of title in the Assigned IP including but not limited to all certificates of trade mark or patent registration;

“MPL IP”

means the core meta-programming technology (in object code and source code format) described in Part

2 of the Schedule and all Intellectual Property Rights therein, including the MPL Patent Rights and the MPL Know How;

- “MPL Know How”** means all Know How in any form or medium in relation to the core meta-programming technology described in Part 2 of the Schedule and the MPL Patent Rights;
- “MPL Patent Rights”** shall mean (i) the patent application(s) details of which are set out in Part 2 of the Schedule together with all patents which may be granted pursuant to such patent applications; (ii) any patent applications and patents which may be made by or granted to the Assignor claiming priority from the said patent application; (iii) all reissues, divisions, continuations, renewals and extensions of all such patent applications and patents including supplementary protection certificates;
- “Schedule”** means the Schedule in two parts annexed to and forming part of this Assignment;
- “Standalone Licence”** means a standalone patent or copyright licence to the Assigned IP, other than a Cross Licence, that is not entered into in anticipation of or in connection with the Exploitation of Assignor Group’s products, services or technology and that does not include delivery of any of the Assignor’s technology;
- “Technical Information”** all ideas, designs, calculations, drawings, software or codes, experience, specifications, models, formulae, processes, data, composites of materials, research, procedures and other technical information relating to the Assigned IP and/or its creation development and/or use; and
- “Unapproved Licence”** means a Standalone Licence or Cross Licence that has not been approved by Assignee in accordance with Clause 2.6 of the Original Agreement;

1.2 The Assignment shall be interpreted in accordance with the following provisions:

1.2.1 headings are for convenience only and shall not affect interpretation;

1.2.2 unless the context requires otherwise, the singular shall include the plural and *vice versa*; reference to one gender shall include all other genders; and references to persons shall include an individual, company, partnership or any other association or organisation (whether or not having a separate legal personality).

2. ASSIGNATION AND REASSIGNATION

2.1 The Assignor hereby transfers, assigns, conveys and delivers to the Assignee all right, title and interest past, present and future in and to all of the Assigned IP with effect from the Assignment Date and any rights of any nature which may accrue to the Assignor in respect of the Assigned IP together with:

2.1.1 any and all goodwill attached thereto;

2.1.2 all the rights, powers, privileges and immunities and advantages conferred on the proprietor thereof;

2.1.3 all causes or rights of action, actual or contingent and the right to recover damages therefore in respect of any past, existing or future infringements of the Assigned IP; and

2.1.4 any and all common law rights and remedies in relation to the Assigned IP available to the Assignor as at the Assignment Date.

2.2 Without prejudice to the foregoing, the Assignor agrees that all Materials not vested in the Assignee by Clause 2.1, are hereby assigned to Assignee and shall belong to the Assignee and insofar as possible under this Assignment, the same shall be deemed delivered to the Assignee. In addition, the Assignor undertakes to deliver the same to the Assignee within thirty (30) days of the Assignment Date, and whilst such Materials are still held by the Assignor, they shall be deemed to be held in trust for and on behalf of the Assignee but at the risk of the Assignor.

2.3 With effect from the Assignment Date the Assignor shall cease to make any further use or grant any licences of the Assigned IP and shall terminate all licences with any member of the Assignor Group. Within thirty (30) days of the Assignment Date, the Assignee shall request, and the Assignor shall promptly provide, a Disclosure

Letter. All Approved Licences shall be assigned or shall novate to Assignee upon the Assignment Date. Assignee shall decide within thirty (30) days of the Assignment Date whether or not any Unapproved Licences shall be assigned or shall novate to Assignee. In the event that Assignee elects not to take assignment of or to novate such licences to Assignee, Assignor shall terminate the relevant Unapproved Licence(s) with effect from 14 days after the end of the 30 day period referred to in the preceding sentence.

- 2.4 All Expired Customer Licences in force on the Assignment Date shall continue unaffected by the reassignment and shall be performed by the Assignor under the licence set out in the following sentence. Assignee hereby grants to Assignor from the Assignment Date a limited, non-exclusive, fully paid-up, royalty free licence to the Assigned IP for the term of the Expired Customer Licences only for the purpose of allowing the Assignor to perform its obligations under the Expired Customer Licences.
- 2.5 The Assignor shall terminate all Continuing Customer Licences with effect from 14 days after the Assignment Date unless on or prior to the expiry of the foregoing 14 day period the Assignor elects by notifying the Assignee in writing to keep the Continuing Customer Licences in force and pays the Assignee on the Assignment Date the sum of £520,000 less the amounts of Deferred Consideration actually received by the Assignee under the Original Agreement on the date on which the Assignor elects to receive a licence, together with any applicable VAT. Subject to receipt of the foregoing payment, the Assignee hereby grants to Assignor a limited, non-exclusive, fully paid-up, royalty free licence to the Assigned IP from the Assignment Date for the remaining term of the Continuing Customer Licences only for the purpose of allowing the Assignor to perform its obligations under the Continuing Customer Licences.

3. **TERMINATION OF FURTHER ASSURANCES UNDER THE ORIGINAL AGREEMENT**

- 3.1 The Assignor and the Assignee agree that Clauses 5 and 7.1 and 7.2 of the Original Agreement are hereby terminated with effect from the Assignment Date and are now deemed null and void with no effect whatsoever.
- 3.2 In consideration of and subject to the valid assignment to the Assignee of the Assigned Rights, Assignee hereby fully, finally and irrevocably releases and

discharges the Assignor from liability in respect of the unpaid payment which triggered Clause 3.12 of the Original Agreement and, consequently, the assignation under this Assignment. The foregoing sentence shall not extinguish any obligations under Clause 2.5 above.

4. FURTHER ASSURANCES

- 4.1 The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to the assignation under Clause 2 of this Assignment.
- 4.2 The Assignor hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register any of the Assigned IP (or other evidence or forms for industrial and/or intellectual property protection) on application being made by the Assignee pursuant hereto to issue same to the Assignee and its successors and assignees.
- 4.3 The Assignor hereby appoints the Assignee to act as the Assignor's attorney with power in the Assignor's name and on the Assignor's behalf to do all such things and execute all such documents and deeds, as may be required to transfer to the Assignee the full benefit of the rights granted hereunder by the Assignor.
- 4.4 The parties shall co-operate with each other to effect registration of particulars of this Assignment as a charge against the Assignor at Companies House to the extent required to create a valid security.

5. WARRANTIES

- 5.1 The Assignor hereby warrants to the Assignee on the Assignment Date that, except as disclosed in the Disclosure Letter, it has not granted any rights to the Assigned IP which would conflict with the rights granted to the Assignee under this Assignment

6. CONFIDENTIALITY

- 6.1 With effect from the Assignment Date, the Assignor shall keep secret and confidential and shall not publish or otherwise disclose to any third party any of the Assigned IP.

7. GENERAL

- 7.1 **Entire Agreement**

This Assignment shall constitute the entire agreement and understanding between the parties hereto regarding its subject matter.

7.2 Variation

None of the provisions of this Assignment may be varied, waived, extended or modified except expressly in writing and signed by each of the parties.

7.3 Assignment


Assignee may assign or transfer this Assignment or any of the Assigned IP without the prior written consent of the Assignor.

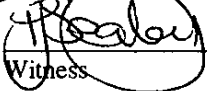
7.4 Applicable law and jurisdiction

This Assignment (including any contractual and non contractual claims) shall be governed by and interpreted in accordance with Scots law. The parties submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the 8 preceding pages and the schedule in two parts are executed as follows:

For and on behalf of ITI Scotland Limited
By ELANOR MITCHELL
A Director thereof at GLASGOW
On the 10TH day of APRIL 2014
Before the following witness:


Director

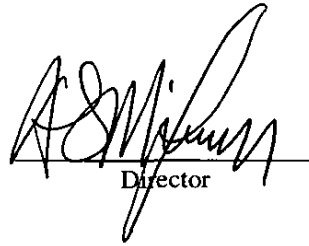

Witness

PAMELA JANE SEALEY
Full Name

191 WEST GEORGE STREET

GLASGOW G2 2LB.
Address

For and on behalf of Metaforic Limited
By AS McLENNAN
A Director thereof at REDWOOD CITY, CALIFORNIA
On the 5 day of APRIL
Before the following witness:


Director

NSt
Witness

NEIL STEWART
Full Name

1773 CONRAD AVE .

SAN JOSE CA 95124.
Address

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION AGREEMENT BETWEEN ITI SCOTLAND LIMITED AND METAFORIC LIMITED

SCHEDULE

Part 1

AHT IP

AHT Technology

ITI's Anti-Hack software Platform including all software in object code and source code, and supporting documentation in hard and soft copy, all as supplied on and defined by the files resident on the compact disc supplied by the Assignor to the Assignee pursuant to the Technology Commercialisation Agreement between the parties dated 2 June 2008.

AHT Patent Rights

"A Method for Detecting Tampering with Application Executables"

ITI Reference	Case Inventor	Territory	Publication Number	Grant Number	Priority Date	Filing Date
OGD 0030	Graeme Harkness	CA	CA2701077A1		02/10/2007	01/10/2008
OGD 0030	Graeme Harkness	EP	EP2045748A1		02/10/2007	30/04/2008
OGD 0030	Graeme Harkness	JP	JP2010541086A		02/10/2007	01/10/2008
OGD 0030	Graeme Harkness	US	US2009276857A1		30/04/2008	30/04/2009

"A method for Preventing Malicious Use of Debug Registers"

ITI Reference	Case Inventor	Territory	Publication Number	Grant Number	Priority Date	Filing Date
OGD 0051	Neil Stewart, Graeme Harkness	CA	CA2668547A1		06/06/2008	05/06/2009
OGD 0051	Neil Stewart, Graeme Harkness	EP	EP2131299A1	EP2131299B1		06/06/2008
OGD 0051	Neil Stewart, Graeme Harkness	US	US2009307536A1	US8407523B2	06/06/2008	02/06/2009

AHT Demonstrator

Software suitable to demonstrate the primary operational features of the AHT IP all as supplied on and defined by the files resident on the compact disc supplied by the Assignor to the Assignee pursuant to the Technology Commercialisation Agreement between the parties dated 2 June 2008.

12
Part 2

MPL IP

MPL Technology

ITI's Meta-Programming Language software Platform including all software in object code and source code, and supporting documentation in hard and soft copy, all as supplied on and defined by the files resident on the compact disc supplied by the Assignor to the Assignee pursuant to the Technology Commercialisation Agreement between the parties dated 2 June 2008.

MPL Patent Rights

"Metacompiler Framework"

ITI Case Reference	Inventor	Territory	Publication Number	Grant Number	Priority Date	Filing Date
OGD 0021	Douglas Little, Neil Stewart	CA	CA2714189A1		29/02/2008	28/09/2010
OGD 0021	Douglas Little, Neil Stewart	EP	EP2096534A1			29/02/2008
OGD 0021	Douglas Little, Neil Stewart	JP	JP2011513824A		29/02/2008	27/02/2009
OGD 0021	Douglas Little, Neil Stewart	USA	US2009222799A1	US8516458B2	29/02/2008	26/02/2009