

172486/26

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

**What this form is for**

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

**What this form is NOT for**

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



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16/12/2011

#92

COMPANIES HOUSE

1**Company details**

Company number 03998831

Company name in full Shazam Entertainment Limited

9

For official use

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2**Date of creation of charge**

Date of creation 08/12/2011

3**Description**

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A debenture (the "**Debenture**") dated 8 December 2011 entered into by Shazam Entertainment
Limited (the "**Chargor**") and Silicon Valley Bank (the "**Bank**")

4**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future monies, obligations and liabilities of the
Chargor to the Bank under or in connection with the Loan
Documents and all other present and future liabilities of the Chargor
to the Bank, in each case whether actual or contingent, and whether
owed or incurred alone or jointly and/or severally with another and
as principal or as surety or in any other capacity or of any nature (the
"**Secured Obligations**")

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details
Name	Silicon Valley Bank	
Address	3003 Tasman Drive, Santa Clara, California 95052, USA	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 By Clause 3 of the Debenture, the Chargor, with full title guarantee, charged in favour of the Bank as continuing security for the payment or discharge of the Secured Obligations</p> <p>(a) by way of first legal mortgage the Property (but excluding any Rack Rent Lease Property),</p> <p>(b) by way of first fixed charge all present and future estates and other interests in any other freehold, leasehold and other immovable property wherever situate belonging to the Chargor including, without limitation, all its right, title and interest in the Property (other than so far as the same is charged by way of first legal mortgage under paragraph 1(a) above), subject to any necessary consent from the landlord in the case of any leasehold property but excluding any Rack Rent Lease Property,</p> <p>(c) by way of first fixed charge all plant and machinery (present and future) owned by the Chargor and its interest in any plant and machinery for the time being in its possession,</p> <p>(d) by way of first fixed charge</p> <p style="padding-left: 40px;">(i) all present and future book debts due or owing or incurred to the Chargor, and</p> <p style="padding-left: 40px;">(ii) the benefit of all present and future guarantees and securities for them and indemnities in respect of them and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts,</p> <p>provided that, in each case, the Chargor shall be permitted to exercise its right in relation to such book debts in the ordinary course of business until the Debenture becomes enforceable,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="317 342 1034 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 394 683 423">(e) by way of first fixed charge</p> <p data-bbox="389 461 1445 524">(i) all other present and future debts and monetary claims due or owing or incurred to the Chargor, and</p> <p data-bbox="389 562 1461 651">(ii) the benefit of all guarantees and securities for them and indemnities in respect of them and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims,</p> <p data-bbox="317 689 1461 752">provided that, in each case, the Chargor shall be permitted to exercise its right in relation to such book debts in the ordinary course of business until the Debenture becomes enforceable,</p> <p data-bbox="317 790 1485 913">(f) by way of first fixed charge all present and future accounts with banks, provided that the Chargor shall be entitled to operate such bank accounts until the Debenture becomes enforceable, and the monies deposited in them and interest accruing and arrears and claims arising in respect of any such accounts,</p> <p data-bbox="317 952 1493 1041">(g) by way of first fixed charge the benefit of all present and future insurance policies and contracts of insurance relating to the Collateral and all monies payable under any such policies and contracts and all VAT payable on them,</p> <p data-bbox="317 1079 1493 1238">(h) by way of first fixed charge the benefit of all rentals, rents, service charges and licence fees (if any) payable to the Chargor under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Collateral and all VAT payable on the same, and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier to the Chargor, insofar as the same are capable of being charged,</p> <p data-bbox="317 1276 1493 1496">(i) by way of first fixed charge the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed by or held by the Chargor (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Collateral or under any option contract relating to the Collateral (whether or not such deposit is forfeited), insofar as the same are capable of being charged, and all compensation paid in relation to the Collateral) and all VAT payable on it,</p> <p data-bbox="317 1534 1501 1597">(j) by way of first fixed charge the Securities, together with all present and future dividends, interest and other income and all other rights deriving from or incidental to the Securities,</p> <p data-bbox="317 1635 1433 1697">(k) by way of first fixed charge the present and future goodwill of the Chargor and its uncalled capital for the time being,</p> <p data-bbox="317 1736 1493 1895">(l) by way of first fixed charge all chattels (other than any charged by paragraph 1(c) above), present or future, owned, hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract insofar as the same are capable of being charged,</p> <p data-bbox="317 1933 691 1962">(m) by way of first fixed charge</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(i) the patents and trade marks and other intellectual property rights specified in the Schedule below,

(ii) all of the other Intellectual Property presently belonging to it, and

(iii) all the Intellectual Property that may be acquired by or belong to it in the future,

(n) by way of first fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (however described) or any other agreement with the Bank or any third party for protecting or hedging any of the Secured Obligations at any time and the benefit of all rights, securities or guarantees in respect of them,

(o) by way of first fixed charge any beneficial interest, claim or entitlement of the Chargor (present or future) in any pension fund,

(p) by way of first fixed charge the benefit of all Authorisations (present or future) held or utilised by it in connection with its business or any of its assets, and the right to recover or receive compensation which might become payable to it in respect of any such Authorisation,

(q) by way of first floating charge all the assets of the Chargor not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment pursuant to paragraphs (a) to (p) above

2 Subject to paragraph 3 below, the Bank may by notice to the Chargor convert the floating charge created by paragraph (q) (in this paragraph the "**floating charge**") into a fixed charge as regards all or any of the Chargor's assets specified in the notice if the Bank has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process and the floating charge will in any event be converted to a fixed charge immediately if any subsequent floating charge is converted to a fixed charge or if an administrator is appointed in relation to the Chargor or the Bank receives notice of an intention to appoint an administrator in relation to the Chargor

3 The floating charge may not be converted to a fixed charge solely by reason of the occurrence of any event specified in paragraph 43 of Schedule A1 to the Insolvency Act 1986 (void provisions in floating charge documents)

4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture, and such floating charge shall become enforceable for the purposes of paragraph 16 of that Schedule when the security created by the Debenture becomes enforceable

5 By Clause 4.1 of the Debenture, the Chargor shall not at any time without the prior written consent of the Bank (and to the intent that any purported dealing in contravention of this Clause shall be void and of no effect)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) create, or purport to create, extend or permit to subsist any security over any of its undertaking or assets, whether in any such case ranking in priority to or pari passu with or after the security created by the Chargor under the Debenture or any other security of the Bank created pursuant to the Debenture other than the Permitted Liens, or</p> <p>(ii) sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any material part of the Chargor's undertaking or any of its assets, or enter into an agreement for sale, transfer, lease, loan or other disposal of the whole or any such part, other than as permitted by the Loan Agreement</p> <p>6 In this MG01</p> <p>"Affiliate" is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members,</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Bank Services Agreement" means any agreement previously, at the date of the Debenture, or thereafter provided to Borrower or any of its subsidiaries by Bank or any Affiliate of Bank for any products, credit services, and/or financial accommodations, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and cheque cashing services), interest rate swap arrangements, and foreign exchange services,</p> <p>"Borrower" means the Chargor, Shazam Media Services, Inc , and Shazam Support Services, Inc (individually and collectively, jointly and severally),</p> <p>"Collateral" means the property, assets and income of the Chargor for the time being mortgaged, assigned or charged (whether by way of fixed or floating charge) to the Bank by or pursuant to the Debenture,</p> <p>"Contingent Obligation" is, for any Person, any direct or indirect liability, contingent or not, of that Person for (i) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation directly or indirectly guaranteed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable, (ii) any obligations for undrawn letters of credit for the account of that Person, and (iii) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith, but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement,

"Equipment" is all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles (including motor vehicles and trailers), tools, parts and attachments in which the Borrower has any interest,

"Indebtedness" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations and (d) Contingent Obligations of the Borrower,

"Intellectual Property" means any present or future patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, together with the benefit of all applications and rights to use such assets,

"Lien" is a mortgage, lien, deed of trust, levy, charge, assignment, pledge, security interest or other encumbrance,

"Loan Agreement" means the term loan agreement dated 8 December 2011 between the Bank and the Borrower,

"Loan Documents" are, collectively, the Loan Agreement, the Perfection Certificates, the Security Documents, any Bank Services Agreement, any loan, notes, or notes or guarantees executed by the Borrower or any guarantor, and any other present or future agreement between the Borrower and any guarantor and/or for the benefit of the Bank in connection with the Loan Agreement, all as amended, extended or restated,

"Obligations" are all present and future monies, liabilities, obligations, debts, principal, interest, bank expenses and other amounts owing by the Borrower to the Bank, in each case whether actual or contingent and whether owing as principal or as surety or in any other capacity or of any nature arising under or in connection with the Loan Documents or otherwise howsoever and wherever arising, and including interest accruing after insolvency proceedings begin

"Obligor" means each person that is a party to a Loan Document (other than the Bank)

"Perfection Certificates" means the perfection certificates delivered by each Borrower to the Bank in connection with the Loan Agreement,

"Permitted Liens" are

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(i) Liens arising under the Loan Agreement or other Loan Documents,</p> <p>(ii) Liens for taxes, fees, assessments or other government charges or levies, either being contested in good faith or payment of which can be lawfully withheld and for which the Borrower maintains adequate reserves on its books, <u>if</u> they have no priority over any of the Bank's Liens,</p> <p>(iii) purchase money Liens (i) on Equipment acquired or held by any Obligor incurred for financing the acquisition of the Equipment securing no more than \$50,000 in the aggregate amount outstanding, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment,</p> <p>(iv) leases or subleases and non-exclusive licences or sublicences granted in the ordinary course of any Obligor's business, <u>if</u> the leases, subleases, licences and sublicences permit granting the Bank a security interest,</p> <p>(v) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (i) to (iii) inclusive, <u>but</u> any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase,</p> <p>(vi) Liens in favour of other financial institutions arising in connection with the Borrower's deposit and / or securities accounts held at such institutions, provided that the Bank has a perfected security interest in the amounts held in such deposit accounts,</p> <p>(vii) Liens arising by operation of law or contract having a similar effect and in the ordinary course of trading in respect of any obligation which is not mor than 30 days overdue for settlement, and</p> <p>(viii) any Lien securing Indebtedness, the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other Indebtedness which is the subject of a Lien given by any Obligor and which is not permitted under the preceding paragraphs) does not exceed \$25,000 (or its equivalent) in aggregate,</p> <p>"Person" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency,</p> <p>"Property" means all the freehold, leasehold or other immovable property from time to time the subject of any security created by the Debenture and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of any such covenant,</p> <p>"Rack Rent Lease Property" means any leasehold property of the Chargor that has (a) a rack rent</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

payable in respect thereof and (b) a term of 10 years or less to run,

“**Securities**” means all present or future shares, stocks, warrants, debentures, bonds, loan capital and other securities and investments (certificated or uncertificated) or units in any account or balance owned by the Chargor or held by any nominee on its behalf or rights against any operator of or participant in any system or facility (wherever established) providing means for the deposit of and clearance of transactions in any such securities and all income, rights or property derived from or attaching to the same,

“**Security Documents**” means the Debenture, the debenture dated 8 December 2011 between Shazam Investments Limited and the Bank, the US Security Agreements dated 8 December 2011 granted by Shazam Media Services Inc and Shazam Support Services Inc in favour of the Bank and all other security agreements, mortgages or collateral granted by the Borrower to the Bank as security for the Obligations now or in the future, and

“**VAT**” means Value Added Tax as provided for in the Value Added Tax Act 1994 or any other tax of a similar nature

Schedule

Details of Registered Intellectual Property

1. Trade Marks

<u>Country</u>	<u>Registration / Application No</u>	<u>Date of Filing</u>	<u>Trade Mark</u>	<u>Proprietor</u>	<u>Status</u>	<u>Class</u>	<u>Renewal Date</u>
Brazil	824407148	28/02/02	SHAZAM	Shazam Entertainment Limited	Registered	9	27/01/19
Brazil	824407504	28/02/02	SHAZAM	Shazam Entertainment Limited	Registered	35	27/01/19
Brazil	824407520	28/02/02	SHAZAM	Shazam Entertainment Limited	Registered	38	27/01/19
Brazil	824407539	28/02/02	SHAZAM	Shazam Entertainment Limited	Registered	41	27/01/19

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Canada	TMA73574 2	14/09/07	SHAZAM ID	Shazam Entertainment Limited	Registered		05/03/24
Canada	TMA73348 3	11/09/07	SHAZAM	Shazam Entertainment Limited	Registered		29/01/24
Canada	1511775	19/01/11		Shazam Entertainment Limited	Pending		
Canada	1543429	14/09/11	SHAZAM LyricPlay	Shazam Entertainment Limited	Pending		
EC	010409472	11/11/11	SHAZAM PLAYER	Shazam Entertainment Limited	Pending	9 35 38 41 42	
EC	010409621	11/11/11		Shazam Entertainment Limited	Pending	9 35 38 41 42	
EC	010434215	22/11/11	SHAZAM ENCORE	Shazam Entertainment Limited	Pending	9 35 38 41 42	
EC	010452704	29/11/11	EXPAND YOUR EXPERI- ENCE	Shazam Entertainment Limited	Pending	9 35 38 41 42	
EC	2356418	29/08/01	SHAZAM	Shazam Entertainment Limited	Registered	9 35 38 41	29/08/21
EC	8958548	16/03/10	SARA	Shazam Entertainment Limited	Pending	9 35 38 41	

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EC	8958704	16/03/10	LOVIN' THAT TUNE	Shazam Entertainment Limited	Registered	9 35 38 41	16/03/20
EC	8958787	16/03/10	YOUR MUSIC JOURNE Y	Shazam Entertainment Limited	Registered	9 35 38 41	16/03/20
EC	9256975	19/07/10		Shazam Entertainment Limited	Registered	9 35 38 41 42	19/07/20
EC	9358029	07/09/10	SHAZAM	Shazam Entertainment Limited	Pending	9 35 38 41 42	
EC	9811811	15/03/11	LyricPlay	Shazam Entertainment Limited	Pending	9 38 41 42	
EC	10072643	23/06/11	SHAZAM FOR TV	Shazam Entertainment Limited	Pending	9 35 38 41 42	
EC	2915791	31/10/02	2580	Shazam Entertainment Limited	Registered	9 35 38 41	31/10/12
India	1598658	06/09/07	SHAZAM ID	Shazam Entertainment Limited	Pending	9 35 38 41	
India	1598657	06/09/07	SHAZAM	Shazam Entertainment Limited	Pending	9 35 38 41	

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Madrid	778263	27/02/02	SHAZAM	Shazam	Registered	9 35	27/02/12
Protocol				Entertainment		38 41	
(TM)				Limited			

Austral-
ia
China
Japan
Singap-
ore
Vietnam

Madrid	902971	05/10/06	SHAZAM	Shazam	Registered	35	05/10/16
Protocol				Entertainment			
(TM)				Limited			

Austral-
ia
China
EU
Japan
Singap-
ore
USA
Vietnam

Madrid	941 492	30/08/07	SHAZAM	Shazam	Registered	9 35	30/08/17
Protocol			ID	Entertainment		38 41	
(TM)				Limited			

Austral-
ia
China
EU
Japan
Singap-
ore
Vietnam

UK	2279278A	29/08/01	SHAZAM	Shazam	Registered	9	29/08/21
				Entertainment			
				Limited			

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UK	2279278B	29/08/01	SHAZAM	Shazam Entertainment Limited	Registered	35 38 41	29/08/21
UK	2434669	05/10/06	SHAZAM	Shazam Entertainment Limited	Registered	35	05/10/16
UK	2465588	30/08/07	SHAZAM ID	Shazam Entertainment Limited	Registered	9 35 38 41	30/08/17
UK	2300227	10/05/02	2580	Shazam Entertainment Limited	Registered	9 35 38 41	10/05/12
UK	2315264	07/11/02	SONGMA IL	Shazam Entertainment Limited	Registered	9 35 38 41	07/11/12
USA	3637141	26/02/02	SHAZAM	Shazam Entertainment Limited	Registered	35 38 41	16/06/19
USA	3366072	05/10/06	SHAZAM	Shazam Entertainment Limited	Registered	35	08/01/18
USA	3387890	15/03/07	SHAZAM	Shazam Entertainment Limited	Registered	9	26/02/18
USA	3614492	27/09/07	SHAZAM ID	Shazam Entertainment Limited	Registered	9 35 38 41	05/05/19
USA	85/041,215	18/05/10	SARA	Shazam Entertainment Limited	Pending	9 35 38 41	
USA	85/041,231	18/05/10	YOUR MUSIC JOURNEY	Shazam Entertainment Limited	Pending	9 35 38 41	

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USA	85/041,254	18/05/10	LOVIN' THAT TUNE	Shazam Entertainment Limited	Pending	9 35 38 41
USA	85/099,814	04/08/10		Shazam Entertainment Limited	Pending	9 35 38 41
USA	85/123,840	07/09/10	SHAZAM	Shazam Entertainment Limited	Pending	9 35 38 41
USA			SHAZAM FOR TV	Shazam Entertainment Limited	Not yet filed	9 35 38 41 42
USA	85422743	14/09/11		Shazam Entertainment Limited	Pending	9 38 41 42

2. Designs

<u>Country</u>	<u>Registration/ Application No</u>	<u>Date of Filing</u>	<u>Trade Mark</u>	<u>Proprietor</u>	<u>Status</u>	<u>Renewal Date</u>
EC	1302392	11/11/11		Shazam Entertainment Limited	Pending	
Design						

3. Patents and Patent Applications

<u>Country</u>	<u>Application No</u>	<u>Applicatio n Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Title</u>
Austria	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING

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Austria	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Belgium	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Belgium	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Brazil	PI0112901- 5	7/26/2001			SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Brazil	PI0309598 3	4/18/2003			ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Canada	2483104	4/18/2003	2483104	6/21/2011	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Canada	2556552	2/18/2005			METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
Canada	2563370	4/19/2005			METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION
Canada	2570841	6/24/2005			METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
Canada	2595634	2/8/2006			AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
China P R	01813565 X	7/26/2001	ZL 0181356 5 X	9/8/2010	SYSTEM AND METHOD FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
China P.R.	03808938 6	4/18/2003	ZL02808 038 6	5/9/2007	ROBUST AND INVARIANT AUDIO PATTERN MATCHING

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China P R.	200580008 802 6	2/18/2005	ZL20058 0008802	4/6/2011	METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
China P R	200580011 881 6	4/19/2005			METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION
China P R	200580020 582 9	6/24/2005	ZL20058 0020582	5/6/2009	METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
China P R	200680004 136 3	2/8/2006			AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
China P R	200610172 572 3	7/26/2001	ZL20061 0172572	5/8/2009	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Denmark	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Denmark	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
European Patent Convent- ion	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
European Patent Convent- ion	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
European Patent Convent- ion	05723304 1	2/18/2005			METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
European Patent Convent- ion	05735371 6	4/19/2005			METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

European Patent Convention	05763735 7	6/24/2005			METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
European Patent Convention	06720563 3	2/8/2006			AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
European Patent Convention	11184533 5	2/18/2005			METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
European Patent Convention	11186629 9	2/8/2006			AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
Finland	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Finland	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
France	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
France	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Germany	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Germany	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Great Britain	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged						
	Please give the short particulars of the property mortgaged or charged						
Short particulars							
	Great Britain	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION	
	Greece	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING	
	Greece	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION	
	Hong Kong	03103440 7	5/15/2003	1051248	9/22/2006	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION	
	Hong Kong	05105991 3	4/18/2003			ROBUST AND INVARIANT AUDIO PATTERN MATCHING	
	India	584/MUM NP/2004	4/18/2003	203994	11/28/2006	ROBUST AND INVARIANT AUDIO PATTERN MATCHING	
	Ireland	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING	
	Ireland	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION	
	Italy	03724113 0	4/18/2003	1504445	8/20/2008	ROBUST AND INVARIANT AUDIO PATTERN MATCHING	
	Italy	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION	
	Japan	2002-516764	7/26/2001			SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION	
	Japan	2004-500283	4/18/2003	4425126	12/18/2009	ROBUST AND INVARIANT AUDIO PATTERN MATCHING	

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Short particulars

Japan	2006-554243	2/18/2005				METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
Japan	2007-508605	4/19/2005				METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION
Japan	2007-518283	6/24/2005				METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
Japan	2007-554350	2/8/2006				AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
Netherla-nd	03724113 0	4/18/2003	1504445	8/20/2008		ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Netherla-nd	01969535 2	7/26/2001	1307833	7/6/2007		SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Patent Coopera- tion Treaty	PCT/EP200 1/008709	7/26/2001				METHOD FOR SEARCH IN AN AUDIO DATABASE
Patent Coopera- tion Treaty	PCT/US200 1/029728	9/24/2001				METHOD AND SYSTEM FOR PURCHASING PRE-RECORDED MUSIC
Patent Coopera- tion Treaty	PCT/US200 1/046986	12/6/2001				METHOD AND SYSTEM FOR INTERACTING WITH A USER IN AN EXPERIENTIAL ENVIRONMENT
Patent Coopera- tion Treaty	PCT/US200 3/012126	4/18/2003				ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Patent Coopera- tion Treaty	PCT/US200 5/005254	2/18/2005				METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE

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Particulars of a mortgage or charge

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Short particulars

Patent Coopera- tion Treaty	PCT/US200 5/013014	4/19/2005				METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION
Patent Coopera- tion Treaty	PCT/US200 5/022331	6/24/2005				METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
Patent Coopera- tion Treaty	PCT/US200 6/004593	2/8/2006				AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
Portugal	03724113 0	4/18/2003	1504445	8/20/2008		ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Portugal	01969535 2	7/26/2001	1307833	7/6/2007		SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
South Korea	10-2003- 7001489	7/26/2001	776495	11/7/2007		SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
South Korea	10-2004- 7016919	4/18/2003	0820385	4/1/2008		ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Spain	03724113 0	4/18/2003	1504445	8/20/2008		ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Spain	01969535 2	7/26/2001	1307833	7/6/2007		SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Sweden	03724113 0	4/18/2003	1504445	8/20/2008		ROBUST AND INVARIANT AUDIO PATTERN MATCHING
Sweden	01969535 2	7/26/2001	1307833	7/6/2007		SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
Switzerl- and	03724113 0	4/18/2003	1504445	8/20/2008		ROBUST AND INVARIANT AUDIO PATTERN MATCHING

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged					
	Please give the short particulars of the property mortgaged or charged					
Short particulars						
	Switzerl- and	01969535 2	7/26/2001	1307833	7/6/2007	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
	Taiwan	92109632	4/24/2003	269196	12/21/200 6	METHOD OF CHARACTERIZING A RELATIONSHIP BETWEEN A FIRST AND A SECOND AUDIO SAMPLES AND COMPUTER SYSTEM THEREOF
	United States	60/222023	7/31/2000			SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
	United States	09/839476	4/20/2001	6990453	1/24/2006	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
	United States	11/337450	1/23/2006	7346512	3/18/2008	METHODS FOR RECOGNIZING UNKNOWN MEDIA SAMPLES USING CHARACTERISTICS OF KNOWN MEDIA SAMPLES
	United States	12/048825	3/14/2008	7865368	1/4/2011	SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
	United States	60/222023	7/31/2000			METHOD AND APPARATUS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
	United States	09/671571	9/27/2000	7853664	12/14/201 0	METHOD AND SYSTEM FOR PURCHASING PRE- RECORDED MUSIC
	United States	10/831945	4/26/2004			METHOD AND SYSTEM FOR PURCHASING PRE- RECORDED MUSIC

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

United States	09/734949	12/12/2000			METHOD AND SYSTEM FOR INTERACTING WITH A USER IN AN EXPERIENTIAL ENVIRONMENT
		0			
United States	11/188385	7/25/2005			METHOD AND SYSTEM FOR INTERACTING WITH A USER IN AN EXPERIENTIAL ENVIRONMENT
United States	12/204526	9/4/2008			METHOD AND SYSTEM FOR INTERACTING WITH A USER IN AN EXPERIENTIAL ENVIRONMENT
United States	60/273146	3/2/2001			METHOD AND APPARATUS FOR AUTOMATICALLY CREATING DATABASE FOR USE IN AUTOMATED MEDIA RECOGNITION SYSTEM
United States	10/087204	3/1/2002	7359889	4/15/2008	METHOD AND APPARATUS FOR AUTOMATICALLY CREATING DATABASE FOR USE IN AUTOMATED MEDIA RECOGNITION SYSTEM
United States	60/376055	4/25/2002			ROBUST AND INVARIANT AUDIO PATTERN MATCHING
United States	10/978313	10/21/2004	7627477	12/1/2009	ROBUST AND INVARIANT AUDIO PATTERN MATCHING
United States	60/545879	2/19/2004			METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
United States	10/589543	10/31/2006	7986913	7/26/2011	METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
United States	60/563372	4/19/2004			METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION
United States	11/547996	10/31/2006			METHOD AND SYSTEM FOR CONTENT SAMPLING AND IDENTIFICATION

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

United States	60/582498	6/24/2004				METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
United States	11/629393	1/22/2007	7739062	6/15/2010		METHOD OF CHARACTERIZING THE OVERLAP OF TWO MEDIA SEGMENTS
United States	60/651010	2/8/2005				AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
United States	11/350254	2/8/2006				AUTOMATIC IDENTIFICATION OF REPEATED MATERIAL IN AUDIO SIGNALS
United States	12/954004	11/24/2010				SYSTEM AND METHODS FOR RECOGNIZING SOUND AND MUSIC SIGNALS IN HIGH NOISE AND DISTORTION
United States	13/164069	6/20/2011				METHOD AND APPARATUS FOR IDENTIFICATION OF BROADCAST SOURCE
United States	13/193205	7/28/2011				METHOD AND SYSTEM FOR INTERACTING WITH A USER IN AN EXPERIENTIAL ENVIRONMENT

MBHB Case No	Title	Country	Serial No	Filing Date	Inventors	Status	Description
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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

06-804	Method for High-Throughput Identification of Distributed Broadcast	U S	60/848,941	10-3-06	Avery Li-Chun Wang Jonathan Symons Chee Wong	Inactive	Provisional patent application expired-utility application filed (case no 06-804-US)
06-804-US	Method for High-Throughput Identification of Distributed Broadcast	U S	11/866,814	10-3-07	Avery Li-Chun Wang Jonathan Symons Chee Wong	Granted	U S Patent No 7,881,657 (Issued 2-1-11)
06-804-US-CON	Method for High-Throughput Identification of Distributed Broadcast	U S	12/976,050	12-22-10	Avery Li-Chun Wang Jonathan Symons Chee Wong	Pending	Issue Fee paid 11-13-11, File Continuation
06-804-WO	Method for High-Throughput Identification of Distributed Broadcast	PCT	PCT/US 07/80292	10-3-07	Avery Li-Chun Wang Jonathan Symons Chee Wong	Inactive	National Stage Applications entered
06-804-WO-EP	Method for High-Throughput Identification of Distributed Broadcast	Europe	078437423	10-3-07	Avery Li-Chun Wang Jonathan Symons Chee Wong	Pending	Divisional Filing Deadline 11-26-12

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged							
Short particulars		Please give the short particulars of the property mortgaged or charged						
	06-804-EP-HK	Method for High Throughput Identification of Distributed Broadcast	Hong Kong	091118 79 4	12-17-09	Avery Li-Chun Wang Jonathan Symons Chee Wong	Published	Awaiting Allowance of EP Application to request issuance of Hong Kong application
	06-806	Media Relations-hip Building and Querying System and Method	U S	60/894, 288	10-4-06	Carlo Pascoli	Inactive	Provisional patent application allowed to lapse with no utility filing per instructions received from Shazam
	10-282	Methods and Systems for Performing Synchronization of Audio with Corresponding Textual Transcriptions and Determining Confidence Values of the Synchronization	U S	12/782, 469	5-18-10	Ognjen Todic	Pending	Awaiting Action from USPTO

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Field Fish Waterhouse LLP X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Andrew Evans**

Company name **Field Fisher Waterhouse LLP**

Address **35 Vine Street**

Post town **London**

County/Region

Postcode **E C 3 N 2 A A**

Country **UK**

DX **CDE 823**

Telephone **0207 861 4169**



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3998831
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 DECEMBER
2011 AND CREATED BY SHAZAM ENTERTAINMENT LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO SILICON VALLEY BANK ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 16 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER
2011

AP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES