



Registration of a Charge

Company Name: **FARFETCH UK LIMITED**

Company Number: **06400760**



XBFFRY6Q

Received for filing in Electronic Format on the: **26/10/2022**

Details of Charge

Date of creation: **20/10/2022**

Charge code: **0640 0760 0010**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION AS COLLATERAL AGENT**

Brief description: **A SECURITY INTEREST IN AND TO ALL OF SUCH GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING, BUT NOT INCLUDING ANY EXCLUDED ASSETS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED: (I) PATENT COLLATERAL; (II) TRADEMARK COLLATERAL; (III) COPYRIGHT COLLATERAL; (IV) ALL REISSUES, DIVISIONALS, CONTINUATIONS, CONTINUATIONS-IN-PART, EXTENSIONS, RENEWALS AND REEXAMINATIONS OF ANY OF THE FOREGOING, ALL RIGHTS IN THE FOREGOING PROVIDED BY INTERNATIONAL TREATIES OR CONVENTIONS, ALL RIGHTS CORRESPONDING THERETO THROUGHOUT THE WORLD AND ALL OTHER RIGHTS OF ANY KIND WHATSOEVER OF SUCH GRANTOR ACCRUING THEREUNDER OR PERTAINING THERETO; (V) ANY AND ALL CLAIMS FOR DAMAGES AND INJUNCTIVE RELIEF FOR PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, VIOLATION, MISUSE OR BREACH WITH RESPECT TO ANY OF THE FOREGOING, WITH THE RIGHT, BUT NOT THE OBLIGATION, TO SUE FOR AND COLLECT, OR OTHERWISE RECOVER, SUCH DAMAGES; AND (VI) ANY AND ALL PROCEEDS OF, COLLATERAL FOR, INCOME, ROYALTIES AND OTHER PAYMENTS NOW OR HEREAFTER DUE AND PAYABLE WITH RESPECT TO, AND SUPPORTING OBLIGATIONS RELATING TO, ANY AND ALL OF THE COLLATERAL OF OR ARISING FROM ANY OF THE FOREGOING. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT ATTACHED.**

Authentication of Form

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: **YALINI RAVI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6400760

Charge code: 0640 0760 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2022 and created by FARFETCH UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2022 .

Given at Companies House, Cardiff on 28th October 2022

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 20, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust, National Association, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FARFETCH US HOLDINGS, INC. (the “Borrower”) and FARFETCH HOLDINGS PLC (“Foreign Parent”), have entered into the Credit Agreement dated as of October 20, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement dated October 20, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and/or the United States Copyright Office (the “USCO”), as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collateral assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including, without limitation, the United States federal patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including, without limitation, the United States federal trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity

or enforceability of any registration that issues from such intent-to-use application under applicable federal law, provided that after any such Statement of Use or Amendment to Allege Use is filed for any such intent-to-use trademark application this grant of a security interest shall automatically apply thereto), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the United States federal copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission. The

words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar applicable state laws based on the Uniform Electronic Transactions Act.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT (EXCEPT AS TO ANY COLLATERAL DOCUMENT AS EXPRESSLY SET FORTH THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY

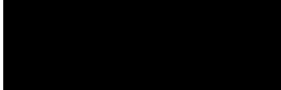
OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 AND, AS APPLICABLE, PURSUANT TO SECTION 10.15(D) OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

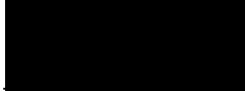
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


BROWNS (SOUTH MOLTON STREET) LIMITED

By: 
Name: José Neves
Title: Director


FARFETCH UK LIMITED

By: 
Name: José Neves
Title: Director

STADIUM ENTERPRISES LLC

By: 
Name: José Neves
Title: Authorized Signatory

VIOLET GREY, INC.

By: 
Name: José Neves
Title: Authorized Signatory

WILMINGTON TRUST, NATIONAL ASSOCIATION
not in its individual capacity but solely as Collateral
Agent

By: _____

Name: _____

Title: _____

David Bergstrom
Vice President

Schedule A

PATENTS

Issued Patents:

Patent	Application (Serial) No.	Application (Filing) Date	Patent No.	Issue Date	Owner
Central control system and method	16229952	12/21/2018	11157000	10/26/2021	Farfetch UK Limited


Patent Applications:




Patent	Application (Serial) No.	Application (Filing) Date	Owner
USER INTERACTION IN A RETAIL ENVIRONMENT	16603208	10/04/2019	Farfetch UK Limited

Schedule B

TRADEMARKS

Registered Trademarks

Patent	Application (Serial) No.	Application (Filing) Date	Registration No.	Registration Date	Owner
STADIUM	88091974	August 24, 2018	5853159	September 3, 2019	Stadium Enterprises LLC
STADIUM GOODS	86562652	March 12, 2015	5794761	July 2, 2019	Stadium Enterprises LLC
STADIUM GOODS	86978456	March 12, 2015	4983346	June 21, 2016	Stadium Enterprises LLC
STADIUM GOODS	86984069	March 12, 2015	5586657	October 16, 2018	Stadium Enterprises LLC
STADIUM GOODS	86981337	March 12, 2015	5148214	February 21, 2017	Stadium Enterprises LLC
APPROVED BY THE VIOLET CODE	88150567	October 10, 2018	6836065	September 6, 2022	Violet Grey, Inc.
APPROVED BY THE VIOLET CODE and Design 	88150571	October 10, 2018	6829970	August 30, 2022	Violet Grey, Inc.
COSMETIC WARDROBE	85808723	December 21, 2012	5050001	September 27, 2016	VIOLET GREY, INC.
THE VIOLET FILES	85669098	July 5, 2012	4601966	September 9, 2014	VIOLET GREY, INC.
VIOLET CODE APPROVED	88150573	October 10, 2018	6827920	August 23, 2022	Violet Grey, Inc.

VIOLET GREY	86255873	April 18, 2014	5241797	July 11, 2017	Violet Grey, Inc.
VIOLET GREY	85981712	May 30, 2012	4561370	July 1, 2014	VIOLET GREY, INC.
VIOLET GREY	86245243	April 8, 2014	4742033	May 26, 2015	Violet Grey, Inc.
VIOLET GREY	85638802	May 30, 2012	4692779	February 24, 2015	VIOLET GREY, INC.
VIOLET TV	88506516	July 9, 2019	5966262	January 21, 2020	Violet Grey, Inc.
BROWNS	87236056	November 14, 2016	5672121	February 12, 2019	Browns (South Molton Street) Limited
BROWNS (Stylized) 	87236156	November 14, 2016	5672123	February 12, 2019	Browns (South Molton Street) Limited
BROWNS LONDON (Stylized) 	73474397	April 9, 1984	1318307	February 5, 1985	Browns (South Molton Street) Limited
DREAM ASSEMBLY	79250103	October 5, 2018	6020975	March 31, 2020	Farfetch UK Limited
FARFETCH	79125632	October 25, 2012	4445736	December 10, 2013	Farfetch UK Limited
FARFETCH	79179112	February 25, 2015	5173494	April 4, 2017	Farfetch UK Limited
FARFETCH DREAM ASSEMBLY	79250473	October 5, 2018	6020980	March 31, 2020	Farfetch UK Limited
FF (Stylized) 	90446499	January 4, 2021	6605961	January 4, 2022	Farfetch UK Limited

STYLECLOUD	86500539	January 12, 2015	5558139	September 11, 2018	FARFETCH UK LIMITED
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Trademark Applications

None.

Schedule C

COPYRIGHTS

None.