

MG01

Particulars of a mortgage or charge

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05/11/2011

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COMPANIES HOUSE

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 register
particulars of a charge for a Scottish
company To do this, please use
form MG01s

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details		6 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use	
Company number	0 6 7 0 6 7 0 2	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Mesuro Limited		
2 Date of creation of charge			
Date of creation	d 0 3 m 1 1 y 2 0 y 1 1		
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	Debenture dated 3rd November 2011 and made between (1) Mesuro Limited ("the Borrower") and (2) Finance Wales Investments (6) Limited ("the Lender")		
4 Amount secured			
Please give us details of the amount secured by the mortgage or charge			
Amount secured	All monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Borrower to the Lender (whether actual or contingent and whether incurred alone or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses		
		Continuation page Please use a continuation page if you need to enter more details	

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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

Name

Finance Wales Investments (6) Limited

Address

3rd Floor, Oakleigh House

Park Place, Cardiff

Postcode

C F 1 0 3 D Q

Name

Address

Postcode

Continuation page

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

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

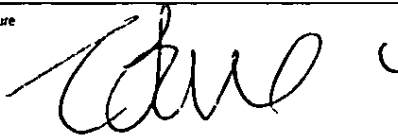
Please use a continuation page if you need to enter more details.

Short particulars

All the undertaking, property and assets of the Borrower whatsoever and wheresoever, present and future, as more particularly specified below together with covenants by and restrictions on the Borrower which protect and further define the charges and must be read as one with the charges

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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 866)</p> <p>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 870) 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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  4/11/11 X</p>	
	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

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="352 376 1031 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="346 474 1433 535">By way of legal mortgage the freehold/leasehold property known as [Details] together with all the buildings, trade and other fixtures, fixed plant and machinery from time to time thereon</p> <p data-bbox="346 575 600 602">By way of fixed charge</p> <p data-bbox="346 609 1469 703">(a) all other freehold and leasehold property now or in the future belonging to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time on such property,</p> <p data-bbox="346 710 1469 869">(b) all plant, machinery, computers, office and other equipment now or in the future belonging to the Borrower (other than fixed plant and machinery) including all computer terminals, hard drives, keyboards, connecting leads and networks now or in the future belonging to the Borrower, together with all additions, alterations, accessories, replacements and renewals from time to time for such equipment and any component parts of such equipment from time to time,</p> <p data-bbox="346 875 1433 936">(c) all stocks, shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving from such securities,</p> <p data-bbox="346 943 1453 1037">(d) all present and future book and other debts and the proceeds thereof and monetary claims due or owing to the Borrower (the "Book Debts") and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them,</p> <p data-bbox="346 1043 1222 1070">(e) the goodwill of the Borrower and its uncalled capital for the time being, and</p> <p data-bbox="346 1111 1477 1507">By way of assignment to the extent that such rights are capable of assignment, all of the Borrower's rights, title and interest in and to all patents, copyrights, marks, service marks, designs, licenses and other intellectual property rights ("the Intellectual Property Rights") throughout the world (including without limitation the licence ("the Licence") [SET OUT DETAILS], business names, know-how, formulae, inventions, confidential information, trade secrets, computer software, programs and systems), claims and all fees, royalties and other rights of every kind deriving from the Intellectual Property Rights for the period during which such rights subsist throughout the world subject to the Borrower's right of redemption. The Borrower undertakes to hold upon trust for the Lender absolutely the entire interest of the Borrower in and to those Intellectual Property Rights which cannot be assigned by the Borrower together with the entire benefit of such rights including without limitation all proceeds, money and other rights and benefits to which the Borrower is beneficially entitled in respect of the exercise of such Intellectual Property Rights</p> <p data-bbox="346 1547 1453 1608">By way of floating charge all the undertaking, property and assets of the Borrower whatsoever and wheresoever present and future not subject to a legal mortgage or fixed charge or assignment</p> <p data-bbox="346 1648 1477 1709">The Lender may at any time by written notice to the Borrower convert the floating charge into a fixed charge as regards any property and assets specified by such notice</p> <p data-bbox="346 1749 1461 2011">The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge on any asset subject to it</p> <p data-bbox="346 1816 1422 1877">(a) if the Borrower shall create (or take any action to create) or allow to remain in existence any security interest other than this Debenture over any asset, or</p> <p data-bbox="346 1883 1453 1944">(b) if the Borrower disposes of any asset other than in the ordinary course of business at less than market value, or</p> <p data-bbox="346 1951 1382 2011">(c) if and when any person levies or notifies the Borrower that it intends to levy any distress, execution, sequestration or other process against any asset, or</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) if the Borrower ceases to carry on business or becomes Insolvent, or
(e) if the Borrower receives any offer (whether in writing, verbally or otherwise) for (or takes and action towards) (a) the sale and purchase of any of its Book Debts or (b) the factoring of any of its Book Debts or (c) the discounting of any of its Book Debts or (d) the creation of any form of trust or other interest in any of its Book Debts (together "Book Debt Agreements")

The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge on any asset subject to it (if not already converted into a fixed charge pursuant to (e above) immediately prior to entering into any Book Debt Agreement

Any asset acquired by the Borrower after any crystallisation of the floating charge which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of a fixed charge

The Borrower shall not without the previous written consent of the Lender

(a) create or allow to remain in existence any mortgage, charge, lien, or other security interest on any of its assets other than this Debenture,

(b) dispose of the assets charged by way of mortgage or fixed charge or assigned,

(c) dispose of the assets charged by way of floating charge other than in the ordinary course of business at not less than market value,

(d) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold or leasehold property or any part of it,

(e) factor, assign, discount or sell any of its Book Debts or enter into any form of Book Debt Agreement or any agreement or arrangement which has a similar effect no matter how such agreement or arrangement is described

Definition

Insolvent shall mean any of the following

(a) the appointment of a receiver or administrative receiver over the whole or a substantial part of the Borrower's assets or any legal process if taken, or enforced upon any of the Borrower's assets, and any such action is not lifted or discharged within 14 days,

(b) any step is taken by the Borrower or any other person to appoint an administrator in relation to the Borrower,

(c) the Borrower becomes insolvent or stops or suspends payment of its debts or us (or is deemed to be) unable to pay its debts as they fall due or proposes or enters into any agreement or composition for the benefit of its creditors generally,

(d) a petition is presented (other than a petition which is in the Lender's opinion frivolous or vexatious and which is withdrawn or stayed within 14 days) or an order is made for the winding-up or dissolution of the Borrower or the appointment of a liquidation in respect of the Borrower, or

(e) the Borrower ceases or threatens to cease to carry on the whole or a substantial part of its business

Schedule of Intellectual Property attached

SCHEDULE

Mesuro Limited – Intellectual Property Register

A&I No.	Title	Country and application no.	Date of Filing	Date of Grant	Comment
7779	Method of combining signals and device therefor – Bias T	Australia AU2003217059	08/04/2003	20/03/2008	Granted
		Europe EP03712447 6	08/04/2003	16/02/2011	Granted
		United Kingdom GB2389715	13/05/2002	09/11/2004	Granted
		USA US7385461	08/04/2003	10/06/2008	Granted
7780	Load-pull plus very narrow band filter – Active load-pull invention	Australia AU2004259894	23/07/2004	01/10/2009	Granted
		Europe EP04743572 2	23/07/2004	--	Examination in progress
		Japan JP2006-520909	2/07/2004	--	Examination in progress
		New Zealand NZ544848	23/07/2004	29/06/2007	Granted
		United Kingdom GB2404257	24/07/2003	20/06/2006	Granted
		USA US7816926	23/07/2004	19/10/2010	Granted
7780(1)	Load-pull plus very narrow band filter – Active load-pull invention	USA US12/906467	18/10/2010	--	Pending (divisional of 7780US)
7781	High frequency circuit analyser – M-Box invention	Canada CA2364189	30/11/2001	11/05/2010	Granted
		United Kingdom GB2382662	29/11/2001	11/11/2003	Granted
		USA US6639393	30/11/2001	28/10/2003	Granted
14135	Manipulating signals in high frequency measurement systems	UK GB0822367 9	08/12/2008	--	Pending
		International PCT/ GB2009/002847	08/12/2009	--	Pending
14400	Modular test equipment	UK GB0909747 8	05/06/2009	--	Abandoned
14401	High frequency measurement apparatus and method with load pull	UK GB0909745 2	05/06/2009	--	Pending
		International PCT/ GB2010/001124	05/06/2010	--	Pending National Phase deadline 5 December 2011
	MESURO	Community Trade Mark E9125444	21/05/2010	--	Registered in classes 09 37 41 42

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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 Tracey Jones

Company name Finance Wales

Address 3rd Floor, Oakleigh House,

Park Place

Post town Cardiff

County/Region

Postcode

C F 1 0 3 D Q

Country UK

DX

Telephone 02920 338147



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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. 6706702
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 NOVEMBER
2011 AND CREATED BY MESURO LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
FINANCE WALES INVESTMENTS (6) LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5
NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES