

228774/13

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

WEDNESDAY



L7JGVU9

LD4

04/05/2011

3

COMPANIES HOUSE

1

Company details

Company number

0 3 1 0 9 6 5 0

Company name in full

Rebus Group Limited (the "Obligor")

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

d1 d9 m0 m4 y2 y0 y1 y1

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 Grant of Security Interest in Trademark Rights, dated 19 April 2011
(the "**Agreement**") between the Obligor and Barclays Bank Plc as Security
Agent (the "**Agent**").

4

Amount secured

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

Amount secured

The Secured Obligations as defined in Schedule 2 to
this form MG01

For all definitions in this Form MG01, please see
Schedule 2 attached

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							Continuation page Please use a continuation page if you need to enter more details
Name	Barclays Bank PLC							
Address	1 Churchill Place							
	London							
Postcode	E	1	4		5	H	P	
Name								
Address								
Postcode								

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	Please see Schedules 1 and 3 to this form MG01							

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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 White & Case 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 McGonigle

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7532 1337



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

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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	
	<p>SCHEDULE 1:</p> <p>In this form MG01 unless otherwise defined words shall have the same meaning given to them in Schedule 2 to this form MG01</p> <p>SHORT PARTICULARS OF PROPERTY MORTGAGED OR CHARGED</p> <p>The Obligor pledges and grants a continuing second priority security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action to be effective upon such demand, (i) all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed in Schedule 3 to this form MG01); (ii) all Proceeds and products of the Trademarks; and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Subordinated Finance Parties to secure payment, performance and observance of the Secured Obligations.</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	<p>SCHEDULE 2:</p> <p>In this form MG01</p> <p>“Agent” shall have the meaning assigned to such term in the preamble to this form MG01.</p> <p>“Collateral” shall have the meaning assigned to such term in Schedule 1 to this form MG01.</p> <p>“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now owned or hereafter acquired by the Obligor (including all Copyrights) or that the Obligor otherwise has the right to license, or granting any right to the Obligor under any copyright now owned or hereafter acquired by any third party, and all rights of the Obligor under any such agreement</p> <p>“copyrights” means, with respect to any person, all of the following now owned or hereafter acquired by such person (i) all registered copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office</p> <p>“Copyrights” means all copyrights now owned or hereafter acquired by the Obligor</p> <p>“Credit Agreements” means the Finance Documents</p> <p>“Event of Default” means each of the events or circumstances set out in Clause 24 of the Subordinated Facilities Agreement</p> <p>“Finance Documents” shall mean the Senior Finance Documents and the Subordinated Finance Documents</p> <p>“Finance Parties” shall mean the Senior Finance Parties and the Subordinated Finance Parties</p> <p>“Intellectual Property” shall mean all rights, priorities and privileges relating to intellectual or industrial property, arising under United States, state, or multinational laws now owned or hereafter acquired, including (a) all proprietary information used or useful arising from the business including all goodwill, trade secrets, know-how, customer lists, ideas, confidential business information, techniques, processes, formulas and all other proprietary information, and (b) the Copyrights, the Patents, the Trademarks and the Licenses and all rights to sue at law or in equity for any past, present or future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, in each case to the extent the grant by the Obligor of a Security Interest pursuant to the IP Security Agreement in any such rights, priorities and privileges relating to intellectual property is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges</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	<p>without the consent of any other party thereto, would not give any other party to any such contract, agreement or other instrument the right to terminate, accelerate or modify its obligations thereunder or is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the relevant parties (other than to the extent that any such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) (it being understood that the foregoing shall not be deemed to obligate the Obligor to obtain such consents).</p> <p>"Intercreditor Deed" means the intercreditor deed dated 5 March 2008 (as amended and restated on 12 March 2008) between, amongst others, the parties to the Senior Facilities Agreement, the parties to the Subordinated Facility Agreement and the holdco</p> <p>"IP Security Agreement" means the Intellectual Property Security Agreement dated 19 April 2011 and as amended, restated, supplemented and/or otherwise modified from time to time between the Obligor and the Agent</p> <p>"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which the Obligor is a party</p> <p>"NY UCC" shall mean Uniform Commercial Code from time to time in effect in the State of New York.</p> <p>"Obligor" shall have the meaning assigned to such term in the preamble to this MG01</p> <p>"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now owned or hereafter acquired by the Obligor (including all Patents) or that the Obligor otherwise has the right to license, or granting to the Obligor any right to make, use or sell any invention on which a patent, now owned or hereafter acquired by any third party, and all rights of the Obligor under any such agreement</p> <p>"patents" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person (a) all United States patents, all registrations and recordings thereof, and all applications for United States patents, including registrations, recordings and pending applications in the United States Patent and Trademark Office, and (b) all provisionals, reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein</p> <p>"Patents" means all patents now owned or hereafter acquired by the Obligor.</p> <p>"Proceeds" shall mean all "proceeds" as such term is defined in Article 9 of the NY UCC and, in any event, shall include with respect to the Obligor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include (a) any claim of the Obligor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by the Obligor, or licensed under a Patent License (to the extent the Obligor has any rights to damages or profits from the licensed Patent), (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by the Obligor or licensed under a Trademark License (to the extent the Obligor has any rights to damages or profits from the licensed Trademark), or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by the Obligor, (iii) past, present or future breach of any License, (iv) past, present or future infringement of any Copyright now or hereafter owned by the Obligor or licensed under a Copyright License (to the extent the Obligor has any rights to damages or profits from the licensed Copyright) and (v) past, present or future infringement of any other Intellectual Property now owned or hereafter acquired by the Obligor and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral

"Secured Obligations" mean, in relation to the Obligor, all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Obligor or some other Person) of the Obligor to any of the Finance Parties under or in connection with each and any of the Finance Documents as well as any obligations arising out of, under or in connection with any guarantee given by the Obligor under any of the Finance Documents as amended, restated, increased, varied, novated and/or changed in any other way in accordance with the Finance Documents (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Obligor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), provided that the security interests constituted by this Agreement shall not extend to or include any liability or sum which would, but for this proviso, cause such security interests to be unlawful or prohibited by any applicable law

"Secured Parties" shall mean the Senior Finance Parties and the Subordinated Finance Parties

"Senior Facilities Agreement" means the GBP 385,000,000 and EUR 360,000,000 senior facilities agreement dated 5 March 2008 (and as amended and restated on 12 March 2008, 9 April 2008, 6 May 2008, 26 June 2008 and as further amended and restated on 1 June 2010 with such amendments becoming effective on 11 June 2010, and as amended on 28 July 2008 and 4 August 2008) entered into by, amongst others, NIS Holdings No 5 Limited (now known as Northgate Information Solutions Limited),

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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>the Pledgor as Bidco, Barclays Capital (the investment banking division of Barclays Bank PLC) and HSBC Bank plc as the arrangers, as facility agent, security agent and original issuing bank and the financial institutions named therein as original lenders, as amended, varied, novated or supplemented from time to time</p> <p>“Senior Facility Agent” shall mean the facility agent under the Senior Facilities Agreement.</p> <p>“Senior Finance Documents” shall mean the Senior Facilities Agreement, any accession letter entered into under the Senior Facilities Agreement, and senior security document, the Intercreditor Deed, any intercreditor accession deed, any senior fee letter and any other document which is designated a “Finance Document” by the obligor’s agent and the Senior Facility Agent</p> <p>“Senior Finance Party” means each of the “Finance Parties” as defined in the Senior Facilities Agreement</p> <p>“Subordinated Facility Agreement” means the GBP 175,000,000 facility agreement dated 5 March 2008 (and as amended and restated on 12 March 2008, 9 April 2008, 26 June 2008 and as further amended and restated on 1 June 2010 with such amendments becoming effective on 11 June 2010, and as amended on 26 June 2008) between, amongst others, NIS Holdings No 5 Limited (now known as Northgate Information Solutions Limited), the Pledgor, Barclays Capital (the investment banking division of Barclays Bank PLC), HSBC Bank plc and KKR Capital Markets LLC as the arrangers, facility agent and security agent and the financial institutions named therein as original lenders, as amended, varied, novated or supplemented from time to time</p> <p>“Subordinated Finance Documents” shall mean the Subordinated Facilities Agreement, any accession letter entered into under the Subordinated Facilities Agreement, and senior security document, the Intercreditor Deed, any intercreditor accession deed, any senior fee letter and any other document which is designated a “Finance Document” by the obligor’s agent and the Senior Facility Agent</p> <p>“Subordinated Finance Parties” shall mean each of the Finance Parties as defined in the Subordinated Facility Agreement</p> <p>“Trademark License” means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now owned or hereafter acquired by the Obligor (including any Trademark) or that the Obligor otherwise has the right to license, or granting to the Obligor any right to use any trademark now owned or hereafter acquired by any third party, and all rights of the Obligor under any such agreement</p> <p>“trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person (i) all United States registered and unregistered trademarks, service marks, trade names, corporate names, company names, business</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

names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in the United States in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“Trademarks” means all trademarks now owned or hereafter acquired by the Obligor, including those listed on Schedule 3 to this form MG01

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6 Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULE 3:

Registered Trademarks And Trademark Applications

Registered Owner/Grantor	Trademark	Registration No.	Application No.
REBUS GROUP LIMITED	Star Design	2,940,278	75/642,908



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3109650
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS DATED 19 APRIL 2011 AND CREATED
BY REBUS GROUP LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE
FINANCE PARTIES 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 4 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES