

231294/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

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

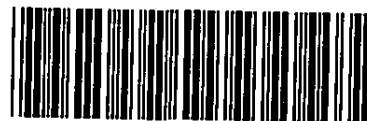
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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

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

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record



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12/02/2014

#114

COMPANIES HOUSE

WEDNESDAY

FOR OFFICIAL USE

1 Company details

Company number 3 8 7 9 5 4 7

Company name in full Mergermarket Limited

→ **Filing in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 4 m 0 2 y 2 0 1 4

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

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

Name UBS AG, Stamford Branch as Collateral Agent

Name

Name

Name

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

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

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Particulars of a charge

4

Description

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

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

Description

Any clause or schedule references and, unless otherwise defined in this Form MR01, any defined terms used in this Form MR01 are clauses and schedules as referred to and defined terms as defined in the instrument in respect of which this Form MR01 has been filed

Each Grantor hereby unconditionally grants and pledges a continuing security interest in, and lien on, such Grantor's right, title and interest in and to the following, other than Excluded Property (determined, solely for the purposes of the Agreement, as if each Grantor was a Domestic Loan Party), in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"), provided that notwithstanding anything to the contrary contained in the Collateral, the security interest created thereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property

Please see Continuation Sheet

5

Fixed charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

MR01

Particulars of a charge



Presenter information

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

Contact name

Sam Harding

Company name

White & Case LLP

Address

5 Old Broad Street

Post town

London

County/Region

London

Postcode

E C 2 N 1 D W

Country

United Kingdom

DX

Telephone

+44 (0)20 7532 1935



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

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Particulars of a charge

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Trustee statement ^①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X White & Case LLP X

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

MR01 - continuation page

Particulars of a charge

4

Description

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

Description

Trademarks

Trademark/Image if any Policy and Regulatory Report
Application Number 79126866
Application Date 10/10/2012
Registration Number 4468955
Registration Date 1/21/2014
Status Registered

Please see the Schedule for further Intellectual Property



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3879547

Charge code: 0387 9547 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2014 and created by MERGERMARKET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2014.

Given at Companies House, Cardiff on 14th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to
s.859G of the Companies Act 2006, this copy instrument
is a correct copy of the original instrument

White & Case LLP
SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

White & Case LLP
This SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Short-Form IP Security Agreement") dated February 4, 2014, is among MERGERMARKET LIMITED (the "Grantor") and UBS AG, STAMFORD BRANCH, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below)

WHEREAS, DMWSL 747 LIMITED, a private limited company organized under the laws of England and Wales ("Holdings"), DMWSL 748 LIMITED, a private limited company organized under the laws of England and Wales ("Mergermarket"), and MERGERMARKET USA, INC., a Delaware corporation (the "Borrower") have entered into the Amended and Restated Second Lien Credit Agreement dated as of February 4, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") with each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), UBS AG, STAMFORD BRANCH, as administrative agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") and collateral agent, (in such capacity, together with any successor collateral agent, the "Collateral Agent") and the other agents and parties from time to time party thereto. Terms defined in the Second Lien Credit Agreement or in the IP Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement or the IP 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, the Grantor has executed and delivered that certain IP Security Agreement dated February 4, 2014 among the Grantor, Inframation Limited and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement")

WHEREAS, under the terms of the IP Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this Short-Form IP Security Agreement for recording with the US Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

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

SECTION 1 Grant of Security As security for the payment or performance, as the case may be, in full of all of the Secured Obligations when due, the undersigned hereby unconditionally grants, pledges, and collaterally assigns to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the "Collateral")

(i) all United States patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the "Patents"),

(ii) all United States trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and

other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in any United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks"),

(iii) all United States copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the IP Security Agreement), internet web sites and the content thereof, whether registered or unregistered set forth in Schedule C hereto (the "Copyrights"),

(iv) all reissues, divisions, 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 the 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 Property

SECTION 2 Security for Obligations The grant of a security interest in, the Collateral by the Grantor under this Short-Form IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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 Short-Form IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the 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 The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic government officer record this Short-Form IP Security Agreement

SECTION 4 Execution in Counterparts This Short-Form IP Security Agreement may be executed in any number of 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 of an

executed counterpart of a signature page to this Short-Form IP Security Agreement by telecopier or other electronic transmission shall be effective as delivery of an original executed counterpart

SECTION 5 Grants, Rights and Remedies This Short-Form IP Security Agreement has been entered into in conjunction with the provisions of the IP Security Agreement. The 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 IP 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 Short-Form IP Security Agreement and the terms of the IP Security Agreement, the terms of the IP Security Agreement shall govern.

SECTION 6 Governing Law, Jurisdiction, Etc

(a) THIS SHORT-FORM IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(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 SHORT-FORM IP SECURITY AGREEMENT, 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 SHORT-FORM IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SHORT-FORM IP SECURITY AGREEMENT AGAINST THE BORROWER OR ANY OTHER 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 SHORT-FORM IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. 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 OF THE SECOND LIEN CREDIT AGREEMENT. NOTHING IN THIS SHORT-FORM 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 SHORT-FORM IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SHORT-FORM 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 SHORT-FORM 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 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, the Grantor and the Collateral Agent have caused this Short-Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.



MERGERMARKET LIMITED

By

Name:

Title:

UBS AG, STAMFORD BRANCH,
as Collateral Agent







By: 
Name: 
Title: Director

By: 
Name: 
Title: Associate Director

**Schedule to Mergermarket Limited
Trademark Intellectual Property Security Agreement**

TRADEMARKS

Mergermarket Limited

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1	POLICY AND REGULATORY REPORT  Policy and Regulatory Report	79126866 10/10/2012	4468355 1/21/2014	REGISTERED
2	DEBTWIRE  DEBTWIRE	78893783 5/26/2006	3334895 11/13/2007	REGISTERED
3	MERGERMARKET  mergermarket	78893787 5/26/2006	3297785 9/25/2007	REGISTERED
4	DEALREPORTER  dealREPORTER	78893778 5/26/2006	3302249 10/2/2007	REGISTERED
5	PHARMAWIRE  Pharmawire	77268025 8/30/2007	3625225 5/26/2009	REGISTERED
6	DRUGWIRE DRUGWIRE	77168724 4/30/2007	---	ABANDONED ITU 2/14/2008
7	WEALTHMONITOR  wealth	77051729 11/28/2006	3585187 3/10/2009	REGISTERED