

MG02

Statement of satisfaction in full or in part of mortgage or charge

Oyez



What this form is for

You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge



What this form is NOT for

You cannot use this form to
register a statement of satisfaction
or in part of a fixed charge
company registered in Scotland
do this, please use form M1

WEDNESDAY



AWMUQVLS

A51

06/07/2011

28

COMPANIES HOUSE

1

Company details

Company number 0 4 5 2 8 4 2 4

Company name in full INTEGRITY SOFTWARE LIMITED

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

Creation of charge

Date charge created 2 0 0 7 2 0 0 5

Description 1 CHARGE OVER INTELLECTUAL PROPERTY

Date of registration 2 2 9 0 7 2 0 0 5

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate

3

Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name BARCLAYS BANK PLC

Address 1 CHURCHILL PLACE

LONDON

Postcode E 1 4 5 H P

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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4

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

1 BY WAY OF FIRST FIXED CHARGE ALL THE COMPANY'S PRESENT AND FUTURE RIGHT, TITLE, INTEREST AND BENEFIT IN AND TO
(a) ALL THE SCHEDULED INTELLECTUAL PROPERTY (AS DEFINED BELOW), AND
(b) ALL THE OTHER INTELLECTUAL PROPERTY (AS DEFINED BELOW), AND
(c) THE ROYALTIES (AS DEFINED BELOW), AND
(d) EACH ROYALTIES ACCOUNT (AS DEFINED BELOW), THE BALANCE FROM TIME TO TIME STANDING TO THE CREDIT THEREOF AND THE DEBTS REPRESENTED THEREBY, AND

2 BY WAY OF FIRST FLOATING CHARGE THE SECURED ASSETS DESCRIBED IN PARAGRAPH 1 ABOVE WHICH ARE NOT EFFECTUALLY SUBJECT TO ANY FIXED CHARGE CREATED BY PARAGRAPH 1 AND

NEGATIVE PLEDGE
THE COMPANY COVENANTS WITH THE BANK THAT UNTIL THE CHARGE OVER INTELLECTUAL PROPERTY IS DISCHARGED, THE COMPANY WILL NOT
1 CREATE OR PERMIT TO SUBSIST ANY SECURITY INTEREST OVER THE SECURED ASSETS OR ANY OF THEM (SAVE FOR SECURITY INTERESTS CONTEMPLATED BY OR PERMITTED UNDER THE FACILITIES AGREEMENT DATED 20 JULY 2005 BETWEEN, INTER ALIA, SCOUT NEW CO TWO LIMITED AND THE BANK), OR
2 WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK PART WITH, SELL, ASSIGN, LICENCE, TRANSFER, 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 PART OF THE COMPANY'S RIGHT TITLE AND INTEREST IN THE SECURED ASSETS OR PART THEREOF (SAVE THAT THE COMPANY MAY GRANT NON-EXCLUSIVE LICENCES (MEANS ONE UNDER WHICH THE LICENSOR REMAINS FREE TO LICENCE THE SUBJECT MATTER OF THAT LICENCE TO OTHERS) OF THE SOFTWARE (AS DEFINED BELOW) IN THE ORDINARY COURSE OF ITS BUSINESS ON ARMS LENGTH TERMS ON THE STANDARD TERMS AND CONDITIONS FROM TIME TO TIME ADOPTED BY THE COMPANY PROVIDED THAT THE OWNERSHIP OF THE SOFTWARE AND ALL INTELLECTUAL PROPERTY RIGHTS ASSOCIATED THEREWITH REMAINS WITH THE COMPANY), OR

SEE CONTINUATION SHEET

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied 1

- ☒ In full
☐ In part

1 Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

Paul R. J.

X

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

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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. The contact information you give will be visible to searchers of the public record

Contact name

Company name

Moorcrofts LLP

Address

James House

Mere Park

Dedmere Road

Post town

Marlow

County/Region

Bucks

Postcode

S L 7 1 F J

Country

DX

Telephone

01628 470000



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



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

MG02 - continuation page

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 NOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK, GRANT ANY EXCLUSIVE OR SOLE LICENCE OF THE SECURED INTELLECTUAL PROPERTY OR ANY PART THEREOF

DEFINITIONS

"ACCOUNT BANK" MEANS BARCLAYS BANK PLC

"OTHER INTELLECTUAL PROPERTY" MEANS ALL INTELLECTUAL PROPERTY RIGHTS (OTHER THAN THE SCHEDULED INTELLECTUAL PROPERTY) NOW OR AT ANY TIME HEREAFTER BELONGING TO THE COMPANY OR WHICH THE COMPANY IS OTHERWISE ENTITLED TO EXPLOIT,

"ROYALTIES" MEANS

- (a) ALL ROYALTIES, FEES AND OTHER REVENUES PAYABLE TO OR FOR THE BENEFIT OF THE COMPANY IN RESPECT OF OR DERIVED FROM THE SECURED INTELLECTUAL PROPERTY,
- (b) ALL AMOUNTS PAYABLE TO OR FOR THE BENEFIT OF THE COMPANY ON THE GRANT OF ANY LICENCE OR OTHER AGREEMENT IN RESPECT OF ANY SECURED INTELLECTUAL PROPERTY,
- (c) ALL AMOUNTS PAYABLE BY ANY GUARANTOR OR INDEMNIFIER IN RESPECT OF ANY OF THE FOREGOING,
- (d) ALL AMOUNTS PAYABLE UNDER ANY POLICY OF INSURANCE IN RESPECT OF ANY OF THE FOREGOING, AND
- (e) ALL INTEREST PAYABLE ON ANY OF THE FOREGOING

"ROYALTIES ACCOUNT" MEANS SUCH ACCOUNT OR ACCOUNTS IN THE NAME OF THE COMPANY WITH THE ACCOUNT BANK AS THE BANK MAY FROM TIME TO TIME DESIGNATE FOR THE PURPOSE OF RECEIVING THE PROCEEDS OF COLLECTION OF ROYALTIES

"SCHEDULED INTELLECTUAL PROPERTY" MEANS THE INTELLECTUAL PROPERTY RIGHTS COMPRISED IN SCHEDULE 1 TO THE CHARGE OVER THE INTELLECTUAL PROPERTY

"SECURED ASSETS" MEANS THE PROPERTY, RIGHTS, LICENCES, REVENUES AND OTHER ASSETS OF THE COMPANY WHICH ARE, OR ARE EXPRESSED TO BE, THE SUBJECT OF ANY SECURITY CREATED, CONSTITUTED OR EVIDENCED OR EXPRESSED OR INTENDED TO BE CREATED, CONSTITUTED OR EVIDENCED BY THE CHARGES DESCRIBED IN PARAGRAPH 1 ABOVE

"SECURED INTELLECTUAL PROPERTY" MEANS THE SCHEDULED INTELLECTUAL PROPERTY AND THE OTHER INTELLECTUAL PROPERTY

"SECURED LIABILITIES" MEANS ALL THE MONIES AND LIABILITIES THAT ARE NOW OR SHALL FROM TIME TO TIME HEREAFTER BE DUE, OWING OR INCURRED BY THE COMPANY TO THE BANK ON ANY ACCOUNT OR IN ANY MANNER WHATSOEVER OR HOWSOEVER OTHERWISE

- (a) WHETHER ACTUALLY OR CONTINGENTLY, AND
- (b) WHETHER SOLELY OR JOINTLY WITH ANY OTHER PERSON(S), AND
- (c) WHETHER AS PRINCIPAL OR SURETY OR OTHERWISE, AND
- (d) WHETHER ORIGINALLY DUE, OWING OR INCURRED TO THE BANK OR PURCHASED OR OTHERWISE ACQUIRED BY IT, AND
- (e) WHETHER IN RESPECT OF PRINCIPAL, INTEREST, DISCOUNT, COMMISSION, FEES OR EXPENSES OR OTHERWISE

"SECURITY INTEREST" MEANS ANY MORTGAGE, CHARGE, PLEDGE, LIEN OR OTHER SECURITY INTEREST AND ANY AGREEMENT HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT,

"SOFTWARE" MEANS ALL COMPUTE PROGRAMS OWNED OR LICENCED BY OR TO THE COMPANY AT ANY TIME AND ALL COMPUTER PROGRAMS DERIVED FROM THOSE PROGRAMS, ANY AND ALL MODIFICATIONS, ADAPTATIONS, TRANSLATIONS OR UPDATES TO THOSE COMPUTER PROGRAMS AND ALL USER DOCUMENTATION IN RESPECT OF THOSE PROGRAMS