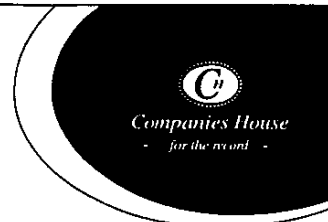


MG01

Particulars of a mortgage or charge



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

WEDNESDAY



A32

A1EV0SJF

08/08/2012

#16

COMPANIES HOUSE

1

Company details

Company number

0 4 8 1 1 0 4 8

Company name in full

Displaylink (UK) Limited (the "Company")

9

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

2 3 0 7 2 0 1 2

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

Patent Security Agreement (the "Charge")

4

Amount secured

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

Amount secured

1 the Obligations and
2 all indebtedness, liabilities and obligations of the Parent to the Bank whether existing or arising hereafter under the Guaranty and any and all other contracts, instruments, addenda and documents executed by the Parent in connection with the Guaranty

Please see Paper Apart for definitions

Continuation page

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

MG01

Particulars of a mortgage or charge

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 Clydesdale Bank plc (the "Bank")

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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

The Company pledges and grants to the Bank a lien on and a security interest in and to all of its right, title and interest in, to and under all

(a) patents for which registrations or applications for registration are listed in the following US patents

(i) Screen Multiplexing, application/registration number 11/005711 / 7873078, dated December 7 2004 / January 18 2011

(ii) Operating System and Method of Running Thereof, application/registration number 112/759955, dated April 14 2010,

(b) goodwill associated with the above patents, and

(c) proceeds of any and all of the foregoing

MG01

Particulars of a mortgage or charge

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

DM

For Sateley (Scotland) LLP

X

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

MG01

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 **Laura Falls**

Company name **HBJ Gateley**

Address **Exchange Tower**

19 Canning Street

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 E H**

Country

DX **ED 27 Edinburgh**

Telephone **0131 222 9807**



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

Displaylink (UK) Limited
Registered Number 04811048
Paper Apart to Form MG01

Defined Terms:

"Ancillary Facilities" means the ancillary facilities made available pursuant to a facility letter (the **"Ancillary Facilities Letter"**) dated on or around the date of the Charge between the Bank and the Company;

"Finance Documents" means (i) the Facility Letter, (ii) the Security Documents, (iii) the Ancillary Facilities Letter, (iv) the Invoice Finance Facility Agreement, (v) any Hedging Documents, (vi) the certificates of compliance delivered by the Company to the Bank under Clause 5.1.4.5 of the Facility Letter, (vii) any drawdown requests and (viii) any other document designated as such by the Bank;

"Guaranty" means the continuing guaranty agreement between the Parent and the Bank dated 23 July 2012 (including any and all amendments, modifications and supplements thereto);

"Hedging Documents" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and the Bank for the purpose of hedging the agreed liabilities and/or risks agreed between them.

"Invoice Finance Facility" means the £1,500,000 invoice finance facility or its US dollar equivalent amount made available pursuant to the invoice finance facility agreement (the **"Invoice Finance Facility Agreement"**) between the Company and the Bank dated on or around the date of the Charge

"Loan Agreement" means the facility letter dated 23 July 2012 (as amended, supplemented or otherwise modified) between the Company and the Bank;

"Obligations" is used in its most comprehensive sense and includes all obligations, liabilities and indebtedness of the Company to the Bank now existing or hereafter arising under or relating to the Loan Agreement and the other Finance Documents, whether due or not due, absolute or contingent, legal or equitable, whether incurred before, during or after any bankruptcy, reorganization, insolvency or similar proceeding, and whether recovery thereof from The Company is or becomes barred, discharged or otherwise unenforceable, together with all reasonable expenses of collection, including reasonable attorneys' fees;

"Parent" means DisplayLink Corp (a company registered in Washington State, US with Unified Business ID 602 306 849);

"Security Documents" means the following and any other security granted to the Bank from time to time

- (i) a guarantee from the Secretary of State in favour of the Bank pursuant to Section 8 of the Industrial Development Act 1982;
- (ii) a first and only debenture, comprising fixed and floating charges over all the property, assets and undertaking (including uncalled capital) from time to time of the Company together with all notices required in respect thereof,
- (iii) the Guaranty,
- (iv) a security agreement between the Parent and the Bank over all the property, assets and undertaking (including uncalled capital) from time to time of the Parent;

- (v) a pledge in favour of the Bank by the Parent in respect of the shares owned by it in the Company together with an executed but undated stock transfer form and the original share certificate in relation to the shares pledged by the Parent to the Bank



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4811048
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PATENT SECURITY AGREEMENT
DATED 23 JULY 2012 AND CREATED BY DISPLAYLINK (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE PARENT TO CLYDESDALE BANK PLC 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 8 AUGUST 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 AUGUST 2012

