

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

173498/13

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

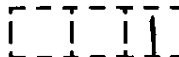
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



5918197

Name of company

* Eykona Technologies Limited (the "Company")

Date of creation of the charge

13 May 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All the Company's present and future indebtedness to the Lender (as defined below), under the convertible loan agreement made between the Company and the Lender (the "Agreement") on the date of the Debenture whether actual or contingent and whether or not matured or accrued due together with interest, commission, bank charges and any other costs, charges and legal expenses (on a full indemnity basis) properly charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce the convertible loan borrowed or to be borrowed by the Company under the Agreement (the "Loan") or the Debenture or any other security (and their rights thereunder) held by the Lender in connection with the Loan and the Agreement from time to time ("Indebtedness")

Names and addresses of the mortgagees or persons entitled to the charge

Technikos LLP (the "Lender") having its registered office at 20 St Dunstan's Hill, London

Postcode EC3R 8ND

Presenter's name address and reference (if any)

Nabarro LLP
Lacon House
84 Theobald's Road
London
WC1X 8RW

BN/CMA/S4089/00002

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A4BIX048

A39

29/05/2008

245

COMPANIES HOUSE

Charge

As continuing security for the payment and discharge of the Indebtedness, the Company with full title guarantee, charged to the Lender by way of a fixed charge, all copyrights (including without limitation copyright in any software), patents (including, without limitation, UK Patent application no 0805971 9 and any other applications and rights to apply for them but excluding any rights in relation to UK Patent application no 0702536 4 and UK Patent application no 0707259 8) and registered and unregistered designs (including applications and rights to apply for any of them) inventions, rights in trade marks and service marks whether registered or not (including applications and rights to apply for any of them) confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents, registered or unregistered designs or inventions now or at any time hereafter belonging to the Company and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing (other than the Technology Licences and the Software Licence as defined in the Investment Agreement as set out below)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed Nabarro LLP

Date 28 May 2008

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~ [†]

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* Eykona Technologies Limited (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

The following definitions apply -

"Investment Agreement" means the Investment Agreement made between the Company and The University of Oxford (the "University"), ISIS Innovation Limited ("Isis"), H2O Venture Partners (Private Equity) LLP (the "Investor") and Professor Ronald William Daniel and Dr James Alexander Paterson (together the "Founders") dated 9 February 2007.

"Technology Licences" means the agreements between Isis and the Company entered into pursuant to the Investment Agreement

"Software Licence" means the software licence between Professor Daniel and the Company entered into pursuant to the Investment Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5918197
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 MAY 2008
AND CREATED BY EYKONA TECHNOLOGIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO TECHNIKOS LLP ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 29 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**