



Registration of a Charge

Company name: **TESTPLANT LIMITED**

Company number: **06569964**



X79MSMLN

Received for Electronic Filing: **06/07/2018**

Details of Charge

Date of creation: **28/06/2018**

Charge code: **0656 9964 0003**

Persons entitled: **SILICON VALLEY BANK**

Brief description: **THE PATENT WITH DESCRIPTION 'METHOD FOR CREATING A LABEL' WITH REGISTRATION/APPLICATION NUMBER 9,317,403. AMONG OTHERS, THE TRADEMARK WITH DESCRIPTION 'TESTPLANT' WITH REGISTRATION/APPLICATION NUMBER 4541903. FOR FURTHER DETAIL PLEASE REFER TO CHARGE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6569964

Charge code: 0656 9964 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2018 and created by TESTPLANT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2018 .

Given at Companies House, Cardiff on 10th July 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We 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.

Dated this 6 July 2018

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
2 Temple Back East
Temple Quay, Bristol
BS1 6EG

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 28, 2018 by and between **SILICON VALLEY BANK**, a California corporation acting through its branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("Bank") and **TESTPLANT LIMITED**, a limited liability company incorporated in England & Wales with company number 06569964 and its registered office at 6 Snow Hill, London, EC1A 2AY ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to **TESTPLANT BIDCO LIMITED**, a limited liability company incorporated in England & Wales with company number 09536587 and its registered office at 6 Snow Hill, London, EC1A 2AY, **TESTPLANT EUROPE LIMITED**, a limited liability company incorporated in England & Wales with company number 06673424 and its registered office at 6 Snow Hill, London, EC1A 2AY, **TESTPLANT UK LIMITED**, a limited liability company incorporated in England & Wales with company number 02433418 and its registered office at Unit 3 Barn 2 Somerford Business Court, Holmes Chapel Road, Congleton, Cheshire, CW12 4SN, **TESTPLANT INC.**, a Delaware corporation and Grantor (together with any other borrower from time to time under the Facilities Agreement (as defined below), individually and collectively, "Borrower") in the amounts and manner set forth in that certain Facilities Agreement (the "Loans") by and among Bank, Borrower and Grantor dated as of June 18, 2018 (as the same may be amended, modified or supplemented from time to time, the "Facilities Agreement"). To secure Grantor's obligations to Bank, Grantor and Bank have entered into a certain Collateral Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Collateral Agreement"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the obligations of Borrower and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's and Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's and Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created,

acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Finance Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement and the Collateral Agreement, each of which is hereby incorporated by reference. The provisions of the Facilities Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. Termination. The security interest granted hereunder shall terminate automatically upon the termination of Bank's security interest granted under the Collateral Agreement. Upon such termination, Bank shall, at Grantor's sole cost and expense, execute all documents and other instruments as may be necessary to evidence the termination of the security interest granted hereunder.

[Signature page follows.]

GRANTOR:

TESTPLANT LIMITED

By: _____

Name: John Bates

Title: Director

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TESTPLANT LIMITED

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK


By:  _____
Name: MARK LUCAS
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method for creating a label	9,317,403	April 19, 2016

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Testplant	4541903	6/3/2014
Eggplant	4541902	6/3/2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.