

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kewill Limited		07/16/2012	Private Company Limited By Shares: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3168102	KEWILL	
Registration Number:	3688127	KEWILL	
CORRESPONDENCE DATA			
Fax Number:	3107343300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3107343200		
Email:	mcooke@steptoe.com, dcummings@steptoe.com, kstowe@steptoe.com		
Correspondent Name:	Michelle A. Cooke		
Address Line 1:	2121 Avenue of the Stars, #2800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	84145.0001		
NAME OF SUBMITTER:	Michelle A. Cooke		

Signature:	/Michelle A. Cooke/
Date:	01/09/2013
<p><b>Total Attachments: 21</b></p> <p>source=Kewill SVB Sec Interest doc 1#page1.tif source=Kewill SVB Sec Interest doc 1#page2.tif source=Kewill SVB Sec Interest doc 1#page3.tif source=Kewill SVB Sec Interest doc 1#page4.tif source=Kewill SVB Sec Interest doc 1#page5.tif source=Kewill SVB Sec Interest doc 1#page6.tif source=Kewill SVB Sec Interest doc 1#page7.tif source=Kewill SVB Sec Interest doc 1#page8.tif source=Kewill SVB Sec Interest doc 1#page9.tif source=Kewill SVB Sec Interest doc 1#page10.tif source=Kewill SVB Sec Interest doc 1#page11.tif source=Kewill SVB Sec Interest doc 1#page12.tif source=Kewill SVB Sec Interest doc 1#page13.tif source=Kewill SVB Sec Interest doc 2#page1.tif source=Kewill SVB Sec Interest doc 2#page2.tif source=Kewill SVB Sec Interest doc 2#page3.tif source=Kewill SVB Sec Interest doc 2#page4.tif source=Kewill SVB Sec Interest doc 2#page5.tif source=Kewill SVB Sec Interest doc 2#page6.tif source=Kewill SVB Sec Interest doc 2#page7.tif source=Kewill SVB Sec Interest doc 2#page8.tif</p>	

**TRAVERS SMITH**

DATED *5 July* 2012

THE COMPANIES IDENTIFIED IN  
SCHEDULE 1 AS ORIGINAL CHARGORS

IN FAVOUR OF

SILICON VALLEY BANK  
AS ADMINISTRATIVE AGENT

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COMPOSITE DEBENTURE

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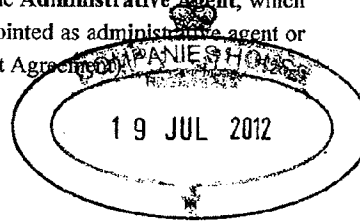
WE CERTIFY THIS TO BE  
A TRUE COPY OF THE  
ORIGINAL  
*Travers Smith LLP*  
TRAVERS SMITH LLP  
10 SNOW HILL, LONDON EC1A 2AL  
SOLICITORS  
DATE *30/05/2012*

Travers Smith LLP  
10 Snow Hill London EC1A 2AL  
[www.traverssmith.com](http://www.traverssmith.com)

THIS DEBENTURE is dated 5 July 2012 and made between:

- (1) THE COMPANIES whose names, registered numbers and registered offices are set out in Schedule 1 (the **Original Chargers**) in favour of
- (2) SILICON VALLEY BANK as administrative agent and trustee for the Secured Parties on the terms and conditions set out in the Credit Agreement (the **Administrative Agent**, which expression shall include any person for the time being appointed as administrative agent or trustee for the purpose of, and in accordance with, the Credit Agreement)

IT IS AGREED as follows:



**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Terms defined in the Credit Agreement shall, unless otherwise defined in this Debenture, have the same meaning when used in this Debenture or any Mortgage (as defined below) and in addition:

**Account** means any credit balance from time to time on any account opened or maintained by any of the Chargers with the Administrative Agent or any other financial institution (and any replacement account or subdivision or sub-account of that account) and all Related Rights.

**Act** means the Law of Property Act 1925.

**Additional Charger** means any entity which becomes a Charger by executing a Deed of Accession.

**Assigned Account** means any Account that may from time to time be agreed between the Administrative Agent and the Parent to be an Assigned Account (including any renewal or redesignation of such Accounts).

**Charged Intellectual Property** means any and all Intellectual Property owned by any Charger now or in the future including without limitation those rights listed in Schedule 5 (*Details of Intellectual Property*).

**Charged Property** means all the assets and undertaking of any Charger which from time to time are the subject of the security created or expressed to be created in favour of the Administrative Agent by or pursuant to this Debenture and any Mortgage.

**Charger** means an Original Charger or an Additional Charger.

**Collateral Rights** means all rights, powers and remedies of the Administrative Agent provided by or pursuant to this Debenture or any Mortgage or by law.

**Closing Date** has the meaning given to it in the Credit Agreement.

**Credit Agreement** means the credit agreement dated on or about the date of this Debenture between, amongst others, Silicon Valley Bank (as the Administrative Agent, Issuing Lender and Co-Lead Arranger) and the Chargors as amended, varied, novated or supplemented from time to time.

**Deed of Accession** means a deed substantially in the form of Schedule 11 (*Form of Deed of Accession*) or in any form agreed between the Parent and the Administrative Agent (both acting reasonably).

**Derivative Assets** means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

**Enforcement Event** means the occurrence of an Event of Default which is continuing and has not been remedied or specifically waived and in respect of which the Administrative Agent is entitled to enforce its rights in accordance with Clause 8.2 (*Event of Default*) of the Credit Agreement and, in relation to any Investments or Shares, in respect of which the Administrative Agent has given two (2) Business Days' prior written notice to the relevant Chargor of the Administrative Agent's intent to exercise its corresponding rights over any Investments and Shares pursuant to the terms of this Debenture.

**Event of Default** has the meaning given to it in the Credit Agreement.

**Excluded Asset** means an asset which cannot form part of the Charged Property over which a fixed charge is or is purported to be granted until such time as consent has been obtained in accordance with Clause 6.3 (*Consent of Third Parties*).

**Insurance Policy** means any policy of insurance (including, without limitation, keyman insurance if applicable) in which any Chargor may from time to time have an interest (excluding any insurances which relate solely to third party liabilities or consequential loss policies and insurances which have been taken out solely for the benefit of a director, officer or employee of the Chargor).

**Intellectual Property** means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world.

**Intra-Group Loan** means any loan by a Chargor as lender to any other Group Member as borrower.

**Investments** means:

- (a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**Monetary Claims** means any book and other debts and monetary claims (other than Accounts) owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights or undertaking of any Chargor).

**Mortgage** means a mortgage or charge in respect of all the Real Property granted by a Chargor in favour of the Administrative Agent in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 9 (*Form of Legal Mortgage*).

**Parent** means Kinetic Holdco Limited, a company incorporated under the laws of England and Wales with registered number 8035563.

**Permitted Security** has the meaning given to it in the Credit Agreement.

**Real Property** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 3 (*Details of Real Property*)); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

**Receiver** means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**1.8 Deed**

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**2. PAYMENT OF SECURED OBLIGATIONS**

**2.1 Covenant to pay**

Each Chargor hereby covenants with the Administrative Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Administrative Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Loan Documents (including this Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Loan Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Chargor shall pay to the Administrative Agent when due and payable every sum at any time owing, due or incurred by such Chargor to the Administrative Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by this Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

**2.2 Interest on demands**

If a Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined by and in accordance with the provisions of Section 2.14(b) (*Interest Rates and Payment Dates*) of the Credit Agreement.

**3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

**3.1 Fixed charges**

Each Chargor hereby charges with full title guarantee in favour of the Administrative Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 3 (*Details of Real Property*)), shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

**3.1.1 the Real Property;**

- 3.1.2 the Tangible Moveable Property;
- 3.1.3 the Assigned Accounts;
- 3.1.4 the Charged Intellectual Property;
- 3.1.5 any goodwill and rights in relation to the uncalled capital of the Chargor;
- 3.1.6 the Investments and all Related Rights;
- 3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

### 3.2 Assignments

Each Chargor hereby assigns with full title guarantee to the Administrative Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party) in each case both present and future:

- 3.2.1 the proceeds of any Insurance Policy;
- 3.2.2 all rights and claims in relation to any Assigned Account; and
- 3.2.3 each of the Specific Contracts,

and, in each case, all Related Rights.

### 3.3 Floating charge

- 3.3.1 Each Chargor hereby charges with full title guarantee in favour of the Administrative Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Debenture in favour of the Administrative Agent as security for the Secured Obligations.



3.3.2 The floating charge created by this Clause 3.3 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Loan Documents in favour of the Administrative Agent as trustee for the Secured Parties as security for the Secured Obligations.

3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3.

#### 4. CRYSTALLISATION OF FLOATING CHARGE

##### 4.1 Crystallisation: by notice

The Administrative Agent may at any time by notice in writing to a Chargor convert the floating charge created by Clause 3.3 (*Floating charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- 4.1.1 an Enforcement Event has occurred; or
- 4.1.2 the Administrative Agent in good faith has reasonable grounds to consider that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Administrative Agent in good faith has reasonable grounds to consider that it is necessary in order to protect the priority of the security.

##### 4.2 Crystallisation: automatic

Notwithstanding Clause 4.1 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- 4.2.1 any Chargor creates or attempts to create any Security (other than any Security which is expressly permitted under this Debenture) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property which is not discharged within 14 days; or
- 4.2.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed to any Chargor; or
- 4.2.4 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court.

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [●] in favour of Silicon Valley Bank of 41 Lothbury, 7<sup>th</sup> Floor, London EC2R 7HF referred to in the charges register."

## 5.7 Delivery of share certificates

5.7.1 Save as expressly stated otherwise in the Credit Agreement, each Chargor shall, on the date of this Debenture or on, or promptly after, the date on which any Shares are issued or transferred to it after the date of this Debenture, deposit with the Administrative Agent (or procure the deposit of):

- (a) all certificates or other documents of title to such Shares; and
- (b) stock transfer forms in such form as the Administrative Agent shall require with the name of the transferee, the consideration and the date kept blank but otherwise duly completed and executed by or on behalf of the relevant Chargor in relation to such Shares.

5.7.2 Each Chargor shall, promptly upon the accrual, offer or issue of any Derivative Assets, notify the Administrative Agent of that occurrence and procure the prompt delivery to the Administrative Agent of:

- (a) all certificates or other documents of title representing such Derivative Assets; and
- (b) such stock transfer forms or other instruments of transfer with the name of the transferee, the consideration and the date left blank but otherwise duly completed and executed by or on behalf of the relevant Chargor) in respect of such Derivative Assets as the Administrative Agent may request.

## 5.8 Registration of Intellectual Property

Without prejudice to the generality of any other clause in this Debenture, each Chargor shall at any time or times, if requested by the Administrative Agent, promptly and at its own expense, execute all such documents and do all acts that the Administrative Agent may reasonably require to record the interest of the Administrative Agent in any registers in the world relating to any registered Charged Intellectual Property to the extent required by, and pursuant to, the requirements set out in the Credit Agreement (provided that, in relation to any jurisdiction other than a member of the European Union or the United States of America, such record shall only be required where failure to do so in such other jurisdiction would cause a material reduction in the value of, or the validity, enforceability or benefit provided to, the Administrative Agent by such security).

**9.5 Accounts: application of monies**

Upon the occurrence of an Enforcement Event, the Administrative Agent shall be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 19 (*Application of Monies*).

**10. INTELLECTUAL PROPERTY**

**10.1 Preservation of Charged Intellectual Property**

Other than as permitted under the terms of the Credit Agreement, each Chargor shall take all reasonable and appropriate action and do all things necessary to safeguard and maintain the Charged Intellectual Property that is material to the Chargor's business, including:

- 10.1.1 maintaining all Charged Intellectual Property that is material to the Chargor's business on the relevant register, including (without limitation), payment of all renewal fees due in respect thereof;
- 10.1.2 completing the registration of any outstanding applications to register Charged Intellectual Property that is material to the Chargor's business, including (without limitation), payment of all applicable registration fees thereof; and
- 10.1.3 observing and performing:
  - (a) all applicable requirements of all laws relating to the Charged Intellectual Property;
  - (b) any conditions attaching to any registration of the Charged Intellectual Property that is material to the Chargor's business;
  - (c) any notices or other orders made by any person or body in relation to the Charged Intellectual Property that is material to the Chargor's business; and
  - (d) any notices or other orders made by any person or body in relation to the Charged Intellectual Property where failure to do so would or would be reasonably likely to materially and adversely affect the interests of the Secured Parties.

**10.2 Unauthorised Third Party Use**

- 10.2.1 Other than as permitted under the Credit Agreement, each Chargor shall take all reasonable and appropriate actions necessary to cease any infringement or unauthorised use by a third party of the Charged Intellectual Property that is material to the Chargor's business.
- 10.2.2 Each Chargor shall, promptly upon becoming aware of the same, notify the Administrative Agent in the event of any infringement or unauthorised use of any

as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Administrative Agent or the Receiver itself. Subject to clause 23.5 (*No Liability*) neither the Administrative Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

**29. EXPENSES**

Each Chargor shall reimburse the Administrative Agent for costs and expenses incurred in connection with this Debenture and any Mortgage and the Security contemplated in this Debenture or any Mortgage in accordance with Section 10.5 of the Credit Agreement.

**30. COUNTERPARTS**

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

**31. GOVERNING LAW**

This Debenture and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

**32. JURISDICTION**

**32.1 English courts**

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Debenture or any Mortgage (including a dispute regarding the existence, validity or termination of this Debenture or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture or any Mortgage) (a **Dispute**).

**32.2 Convenient forum**

The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**32.3 Exclusive jurisdiction**

This Clause 32 is for the benefit of the Administrative Agent only. As a result and notwithstanding Clause 32.1 (*English courts*), it does not prevent the Administrative Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

**THIS DEBENTURE** has been signed on behalf of the Administrative Agent and executed as a deed by each Chargor and is delivered by the Chargors on the date specified above.

SCHEDULE 1

Original Chargers

Name	Jurisdiction	Registered Number	Registered Office
Kinetic Holdco Limited	England and Wales	8035563	20-22 Bedford Row, London, WC1R 4JS
Kinetic Bidco Limited	England and Wales	8036181	<del>20</del> 21-22 Bedford Row, London, WC1R 4JS

*held by  
Ellis  
International  
L.P.*

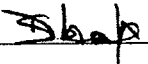
**SIGNATURES**

**The Chargors**

**EXECUTED as a DEED**

**By: KINETIC HOLDCO LIMITED**

acting by:




Signature of Director

DEEP SHAH

Name of Director

in the presence of:



Signature of witness

LAURA THOMAS

Name of witness

8 WERTER ROAD,

Address of witness

SWIS 2LJ

EXECUTIVE ASSITANT

Occupation of witness

**EXECUTED as a DEED**

**By: KINETIC BIDCO LIMITED**

acting by:

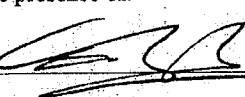


Signature of Director

DEEP SHAH

Name of Director

in the presence of:



Signature of witness

LAURA THOMAS

Name of witness

8 WERTER ROAD,

Address of witness

SWIS 2LJ

EXECUTIVE ASSITANT

Occupation of witness

The Administrative Agent

EXECUTED as a DEED  
by SILICON VALLEY BANK

By: Brian Shearer  
Address: 2400 HAMDEN, PALO ALTO 94304  
Fax: 650/320-0016  
Attention: BRIAN SHEARER



Deed of Accession

DATE 16 July 2012

PARTIES

1. **KEWILL LIMITED** (registered number 01037515) with its registered office at 1<sup>st</sup> Floor Bramley House, The Guildway Old Portsmouth Road, Artington, Guildford, Surrey, GU3 1LR (the "Additional Chargor"); and
2. **SILICON VALLEY BANK** acting through its office at 41 Lothbury, 7<sup>th</sup> Floor, London EC2R 7HF as administrative agent and trustee for the Secured Parties (as defined below) (the "Administrative Agent").

BACKGROUND

- A. The Additional Chargor is a Subsidiary of the Parent.
- B. The Parent and others have entered into a debenture dated 5 July 2012 (the **Debenture**) between the Parent, the Chargors under and as defined in the Debenture and the Administrative Agent.
- C. The Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- D. The Administrative Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E. The Administrative Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Loan Documents.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

Terms defined in the Debenture have the same meaning in this Deed unless the context requires otherwise. This Deed is a Loan Document.

2. **Accession and covenant to pay**

2.1 With effect from the date of this Deed the Additional Chargor:

2.1.1 will become a party to the Debenture as a Chargor; and

2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Administrative Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Administrative Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Loan Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Loan Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as

WE CERTIFY THIS TO BE  
 A TRUE COPY OF THE  
 ORIGINAL  
*Travers Smith LLP*  
 TRAVERS SMITH LLP  
 10 SNOW HILL, LONDON EC1A 2AL  
 SOLICITORS  
 DATE 20/07/2012



surety or in some other capacity). The Additional Chargor shall pay to the Administrative Agent when due and payable every sum at any time owing, due or incurred by the Additional Chargor to the Administrative Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

- 2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

### 3. Grant of Security

#### 3.1 Fixed Security

The Additional Chargor hereby charges with full title guarantee in favour of the Administrative Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 2 (Details of Property) of this Deed shall be a charge by way of legal mortgage) all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- 3.1.1 the Real Property;
- 3.1.2 the Tangible Moveable Property;
- 3.1.3 the Assigned Accounts;
- 3.1.4 the Charged Intellectual Property;
- 3.1.5 any goodwill and rights in relation to the uncalled capital of the Additional Chargor;
- 3.1.6 the Investments and all Related Rights;
- 3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

#### 3.2 Assignments

The Additional Chargor hereby assigns with full title guarantee to the Administrative Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to

obtaining any necessary consent to that assignment from any third party) in each case both present and future:

3.2.1 the proceeds of any Insurance Policy; and

3.2.2 each of the Specific Contracts,

and, in each case, all Related Rights.

3.3 Floating charge

3.3.1 The Additional Chargor hereby charges with full title guarantee in favour of the Administrative Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Administrative Agent as security for the Secured Obligations.

3.3.2 The floating charge created by this Clause 3.3 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Loan Documents in favour of the Administrative Agent as trustee for the Secured Parties as security for the Secured Obligations.

3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3.

4. Land Registry Restriction

The Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the debenture dated 5 July 2012 in favour of Silicon Valley Bank of 41 Lothbury, 7<sup>th</sup> Floor, London EC2R 7HF referred to in the charges register."

5 Miscellaneous

With effect from the date of this Deed:

5.1 the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

5.2 any reference in the Debenture to this Deed and similar phrases will include this deed and:

5.2.1 all references in the Debenture to Schedule 2 (*Accounts*) (or any part of it) will include a reference to Schedule 1 (*Accounts*) to this Deed (or relevant part of it);

- 5.2.2 all references in the Debenture to Schedule 3 (*Details of Real Property*) (or any part of it) will include a reference to Schedule 2 (*Details of Real Property*) to this Deed (or relevant part of it);
- 5.2.3 all references in the Debenture to Schedule 4 (*Details of Shares*) (or any part of it) will include a reference to Schedule 3 (*Details of Shares*) to this Deed (or relevant part of it);
- 5.2.4 all references in the Debenture to Schedule 5 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 4 (*Details of Intellectual Property*) to this Deed (or relevant part of it).

**6 Governing law**

This Deed is governed by, and shall be construed in accordance with, English law.

**7. Jurisdiction**

**7.1 English courts**

The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a *Dispute*).

**7.2 Convenient forum**

The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**7.3 Exclusive jurisdiction**

This Clause 7 is for the benefit of the Administrative Agent only. As a result and notwithstanding Clause 7.1 (*English courts*), it does not prevent the Administrative Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Administrative Agent may take concurrent proceedings in any number of jurisdictions.




**9. Counterparts**

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this Deed has been duly executed on the date first above written.

SCHEDULE 4



Details of Intellectual Property

Country	Registration No.	Registration Date	Application No.	Registration Date	Status	Trade Mark	Registered To
Community Trademarks	6619712	07-Jan-2009	6619712	29-Jan-2008	Registered	KEWILL	Kewill Limited (formerly Kewill Plc)
Community Trademarks	6619861	07-Jan-2009	6619861	29-Jan-2008	Registered	 KEWILL	Kewill Limited (formerly Kewill Plc)
International Register	969453	07-May-2008			Registered	KEWILL	Kewill Limited (formerly Kewill Plc)
International Register	972220	07-May-2008			Registered	 KEWILL	Kewill Limited (formerly Kewill Plc)
United Kingdom	2210223	21-Jul-2000	2210223	02-Oct-1999	Registered	Kewill EasyTrade	Kewill Limited (formerly Kewill Plc)
United Kingdom	2210242	10-Mar-2000	2210242	02-Oct-1999	Registered	Kewill XtraTrade	Kewill Limited (formerly Kewill Plc)
United Kingdom	2003260	26-Jan-1996	2003260	25-Nov-1994	Registered	SPEX	Kewill Limited (formerly Kewill Plc)
Canada			1406122	25-Jul-2008	Pending	KEWILL	Kewill Limited (formerly Kewill Systems Plc)
Canada			1406121	25-Jul-2008	Pending	KEWILL & DESIGN  KEWILL	Kewill Limited (formerly Kewill Systems Plc)
Hong Kong	301167066	23-Jul-2008	301167066	23-Jul-2008	Registered	K KEWILL	Kewill Limited (formerly Kewill Systems Plc)

Kewill Limited - Debenture Accession Deed

TRADEMARK

REEL: 004939 FRAME: 0113

							
Hong Kong	301167075	23-Jul-2008	301167075	23-Jul-2008	Registered	KEWILL	Kewill Limited (formerly Kewill Systems Plc)
U.S. Federal	3688127	29-Sep-2009	77469002	08-May-2008	Registered	KEWILL	Kewill Limited (formerly Kewill Plc)
U.S. Federal	3168102	07-Nov-2006	78751155	10-Nov-2005	Registered	KEWILL 	Kewill Limited (formerly Kewill Plc)

Kewill Limited - Debenture Accession Deed

TRADEMARK

REEL: 004939 FRAME: 0114

SIGNATURES TO ACCESSION DEED

The Additional Chargor

EXECUTED as a DEED

By: KEWILL LIMITED

acting by:

X David Gibbon Signature of Director

X DAVID GIBBOW Name of Director

in the presence of:

[Signature] Signature of witness

C. M. SOANES Name of witness

16 RANELAGH RD Address of witness

LEDHILL

ACCOUNTANT Occupation of witness

The Administrative Agent

EXECUTED as a DEED

by SILICON VALLEY BANK

By: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

**SIGNATURES TO ACCESSION DEED**

**The Additional Chargor**

**EXECUTED as a DEED**

**By: KEWILL LIMITED**

acting by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

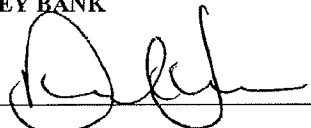
\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Occupation of witness

**The Administrative Agent**

**EXECUTED as a DEED**

by **SILICON VALLEY BANK**

By:  PAUL JACKSON

Address: 41 LOTHBURY, LONDON, EC2R

Fax: 0207 600 9556

Attention: PAUL JACKSON