

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ISEEU Global Limited		06/03/2014	UK Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Joseph Shaikh		
<b>Street Address:</b>	Lulu Centre, Alsalam Street		
<b>Internal Address:</b>	Apartment 1902		
<b>City:</b>	Abu Dhabi		
<b>State/Country:</b>	UNITED ARAB EMIRATES		
<b>Entity Type:</b>	INDIVIDUAL: IRAQ		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4192789	ISEEU GLOBAL MEETING CENTRE	
<b>Registration Number:</b>	4095272	ISEEU GLOBAL ACCESS	
<b>Registration Number:</b>	3713884	ISEEU	
<b>Registration Number:</b>	3717394	ISEEU	
<b>Registration Number:</b>	3684997	SECURTX	
<b>Registration Number:</b>	3713885	S STREAM	
<b>Registration Number:</b>	4095274	ISEEU GLOBAL COURIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-687-1155		
<b>Email:</b>	lgold@nilsonlaw.com		
<b>Correspondent Name:</b>	Leslie M. Gold		
<b>Address Line 1:</b>	10 East 40th Street		
<b>Address Line 2:</b>	Suite 3310		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Leslie M. Gold		
<b>SIGNATURE:</b>	/Leslie M. Gold/		

OP \$190.00 4192789

**DATE SIGNED:**

08/14/2014

**Total Attachments: 30**

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DATED 3rd June 2014

ISEEU GLOBAL LIMITED

and

JOSEPH SHAIKH

DEBENTURE

SK  
STONE KING  
BATH • LONDON • CAMBRIDGE

13 Queen Square  
Bath  
BA1 2HF  
T. 01225 337599  
F. 01225 335437  
DX 8001 Bath

Also at:

16 St John's Lane  
London  
EC1M 4BS  
T. 020 7796 1007  
F. 020 7796 1017  
DX 53314  
Clerkenwell

Thirty Station Road  
Cambridge  
CB1 2RE  
T. 01223 351000  
F. 01223 451100

*M.*

TRADEMARK

REEL: 005343 FRAME: 0647

THIS AGREEMENT is dated

2014

**BETWEEN**

- (1) ISEBU GLOBAL LIMITED (company number: 06302317) whose registered office address is at Bradshaw Building, 173 Kenn Road, Clevedon, North Somerset BS21 6LH ("the Borrower"); and
- (2) JOSEPH SHAIKH of 19th Floor, Apartment 1902, Lulu Centre, AlSalam St, Abu Dhabi, U.A.E ("the Lender").

**NOW IT IS AGREED HEREBY AS FOLLOWS:**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this debenture the definitions and rules of interpretation in this clause apply.

<b>Administrator:</b>	means an administrator appointed under the Insolvency Act 1986.
<b>Business Day:</b>	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London.
<b>Charged Assets:</b>	all present and future Intellectual Property Rights owned by the Company.
<b>Costs:</b>	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax.
<b>Encumbrances:</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and related rights, rights in computer software, database rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and

use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world including but not limited to those set out in Schedule 3.

**Receiver:** a receiver and/or manager of any or all of the Charged Assets appointed under paragraph 4 of Schedule 1.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Lender to the Borrower up to a maximum of four hundred and fifty thousand pounds (£450,000), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, together with all interest accruing in respect of such monies or liabilities.

**Security Period:** the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

## 1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
- 1.2.2 words in the singular include the plural and in the plural include the singular;
- 1.2.3 a reference to a clause or Schedule is to a clause or Schedule of or to this debenture;
- 1.2.4 a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;

1.2.5 a reference to a person shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;

1.2.6 the headings do not form part of this debenture or any part of it and do not affect its interpretation.

## 2 COVENANT TO PAY

The Lender shall on or before the third anniversary of this Debenture pay to the Borrower and discharge all of the Secured Liabilities

## 3 GRANT OF SECURITY

3.1 As a continuing security for the payment and discharge of the Secured Liabilities on or before the third anniversary of this Debenture, the Lender with full title guarantee charges by way of first floating charge to the Borrower all the Charged Assets.

3.2 The Lender represents and warrants to the Borrower that the Lender is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this debenture.

3.3 The floating charge created by clause 3.1 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Assets if:

3.3.1 the Lender:

(a) creates, or attempts to create, over all or any part of the Charged Assets an Encumbrance without the prior written consent of the Borrower or any trust in favour of another person; or

(b) disposes or attempts to dispose of all or any part of the Charged Assets (other than property disposed of in the ordinary course of business); or

3.3.2 a receiver is appointed over all or any of the Charged Assets that is subject to the floating charge; or

3.3.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Assets.

## 4 LIABILITY OF BORROWER

4.1 The liability of the Lender under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Borrower being or becoming wholly or partially illegal, void or unenforceable on any ground; or

4.1.2. the Borrower renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Lender.

4.2 The Lender waives any right it may have of requiring the Borrower to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Lender.

## 5 COVENANTS

The Lender covenants with the Borrower during the continuance of the security constituted by this debenture to:

5.1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business; not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Borrower or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this debenture;

5.2 insure and keep insured all of its undertaking and assets with reputable and responsible insurers in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Borrower shall from time to time request;

5.3 apply all monies received by virtue of any insurance of the whole or any part of the Charged Assets in making good or in recouping expenditure incurred in making good any loss or damage; and

5.4 at all times maintain all the Charged Assets including maintaining and renewing all registrations at the Intellectual Property office.

## 6 POWERS OF THE LENDER

6.1 The Borrower shall be entitled (but shall not be bound) to remedy a breach at any time by the Lender of any of its obligations contained in this debenture and the Lender irrevocably authorises the Borrower and its agents to do all such things as are necessary or desirable for that purpose.

6.2 At any time after the security constituted by this debenture shall have become enforceable, the Borrower or any Receiver;

(a) may dispose of any chattels or produce found on any property as agent for the Lender; and

- (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Lender against any liability arising from such disposal.

## **7 ENFORCEMENT**

- 7.1 The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 1. The parties to this debenture agree that the provisions of Schedule 1 shall apply to this debenture and shall be binding between them.
- 7.2 A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 2.

## **8 COSTS AND INDEMNITY**

- 8.1 The Lender shall pay to or reimburse the Borrower and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Borrower and/or any Receiver in relation to:

8.1.1 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Borrower's or the Receiver's rights under this debenture; or

8.1.2 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with interest on the amount due.

- 8.2 The Borrower and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

8.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture; or

8.2.2 any matter or thing done or omitted to be done in relation to the Charged Assets under those powers; or

8.2.3 any default or delay by the Lender in performing any of its obligations under this debenture.

## **9 RELEASE**

Subject to clause 11.3, upon the expiry of the Security Period (but not otherwise) the Borrower shall, at the request and cost of the Lender, take whatever action is necessary to release the Charged Assets from the security constituted by this debenture.

## **10 ASSIGNMENT AND TRANSFER**

The Lender may not assign any of its rights or transfer any rights or obligations under this agreement.



11 FURTHER PROVISIONS

- 11.1 This debenture shall be in addition to and independent of every other security or guarantee which the Borrower may at any time hold for any of the Secured Liabilities and no prior security held by the Borrower over the whole or any part of the Charged Assets shall merge in the security created by this debenture.
- 11.2 This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing.
- 11.3 Any release, discharge or settlement between the Lender and the Borrower shall be deemed conditional upon no payment or security received by the Borrower in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement the Borrower or its nominee shall be at liberty to retain this debenture and the Borrower shall be entitled to recover the value or amount of such security or payment from the Lender subsequently as if such release, discharge or settlement had not occurred.
- 11.4 A certificate or determination by the Borrower as to any amount for the time being due to it from the Lender shall (in the absence of any manifest error) be conclusive evidence of the amount due.
- 11.5 The rights and powers of the Borrower conferred by this debenture are cumulative, may be exercised as often as the Borrower considers appropriate, and are in addition to its rights and powers under the general law.
- 11.6 Any waiver or variation of any right by the Borrower (whether arising under this debenture or under the general law) shall only be effective if it is in writing and signed by the Borrower and applies only in the circumstances for which it was given and shall not prevent the Borrower from subsequently relying on the relevant provision.
- 11.7 No act or course of conduct or negotiation by or on behalf of the Borrower shall in any way preclude the Borrower from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power.
- 11.8 No delay or failure to exercise any right or power under this debenture shall operate as a waiver.
- 11.9 No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.
- 11.10 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid,

enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

- 11.11 This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 11.12 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

## 12 NOTICES

- 12.1 Every notice, request, demand or other communication under any this Agreement shall be in writing, delivered personally or sent by pre-paid first-class letter and be sent to the relevant party at its or his address first above or to such other addresses as are notified by one party to the other.
- 12.2 Any notice or other communication given by the Borrowers shall be deemed to have been received:
- (a) if given by hand, on the day of actual delivery; and
  - (b) if posted, on the second Business Day following the day on which it was despatched by pre-paid first-class post,

provided that a notice given as described in clause 12.2(b) on a day which is not a Business Day, or after normal business hours, shall be deemed to have been received on the next Business Day.

## 13 GOVERNING LAW AND JURISDICTION

- 13.1 This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of England and Wales.
- 13.2 The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Borrower to take proceedings against the Lender in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1**  
**Enforcement**

**1 Enforcement events**

This debenture shall be enforceable if:

- (a) the Secured Liabilities are not discharged in full on or before the third anniversary of this debenture.
- (b) the Borrower fails, (other than by failing to pay), to comply with any provision of this agreement and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 30 days of the earlier of:
  - (i) the Lender notifying the Borrower of the default and the remedy required; and
  - (ii) the Borrower becoming aware of the default.
- (c) the Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due.
- (d) the Borrower commences negotiations, or enters into any composition or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
- (e) a moratorium is declared over any of The Borrower's Indebtedness.
- (f) any action, proceedings, procedure or step is taken for:
  - (i) the suspension of payments, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
  - (ii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.
- (g) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities, but excluding the amount then outstanding on the Secured Liabilities).
- (h) an event or circumstance referred to in paragraphs (c) to (g) inclusive shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised.

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Borrower, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Borrower may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit.

**2 Statutory power of sale**

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Borrower and a purchaser from the Borrower, arise on and be exercisable at any time after the execution of this debenture, but the Borrower shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 1.

**3 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Borrower or any Receiver shall be concerned:

- (a) to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Borrower or a Receiver is purporting to exercise has become exercisable; or
- (b) to see to the application of any money paid to the Borrower or any Receiver;

**4 Appointment of Receiver**

4.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Lender, the Borrower may without further notice:

- (a) appoint under seal or by writing under hand of a duly authorised officer of the Borrower any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Assets; and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Borrower, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Borrower specifies to the contrary).

4.2 The Borrower may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Borrower.

**5 Powers additional**

5.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Borrower under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

5.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Borrower notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

**6 Agent of the Lender**

Any Receiver appointed by the Borrower under this debenture shall be the agent of the Lender and the Lender shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

**7 Powers of Receiver**

Any Receiver appointed by the Borrower under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which the Receiver is appointed and in particular the powers set out in Schedule 2.

**8 Order of application of proceeds**

All monies received by the Borrower or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:

- (a) first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Borrower (and any Receiver, attorney or agent appointed by it);
- (b) second in paying the remuneration of any Receiver (as agreed between him and the Borrower);
- (c) third in or towards discharge of the Secured Liabilities in such order and manner as the Borrower shall determine; and
- (d) Finally in paying any surplus to the Lender or any other person entitled to it.

**9 Section 109(8) Law of Property Act 1925**

Neither the Borrower nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

**10 Power of attorney**

By way of security the Lender irrevocably appoints the Borrower and every Receiver separately to be the attorney of the Lender and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

- (a) the Lender is required to execute and do under this debenture; and/or

- 
- (b) Any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Borrower or any Receiver.

**11 Ratification of acts of attorney**

The Lender ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 10 of this Schedule 1.

**12 Appointment of an Administrator**

12.1 The Borrower may without notice to the Lender appoint any one or more persons to be an administrator of the Lender pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.

12.2 Any appointment under this paragraph 12 shall:

- (a) be in writing signed by a duly authorised signatory of the Borrower, and
- (b) Take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

12.3 The Borrower may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 12 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

**Schedule 2**  
**Further powers of Receiver**

**1 To employ personnel and advisors**

A Receiver may provide services and employ, or engage, such manager's contractors and other personnel and professional advisors on such terms as he deems expedient.

**2 To make VAT elections**

A Receiver may make such elections for value added tax purposes as he thinks fit.

**3 To charge remuneration**

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Borrower may prescribe or agree with him.

**4 To realise Charged Assets**

A Receiver may collect and get in the Charged Assets in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Assets with like rights.

**5 To manage or reconstruct the Lender's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Lender.

**6 To dispose of Charged Assets**

A Receiver may grant options and licences over all or any part of the Charged Assets, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Lender in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Lender) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting the Lender to purchase the property to be sold.

**7 To make settlements**

A Receiver may make any arrangement, settlement or compromise between the Lender and any other person which he may think expedient.

**8 To make calls on the Lender members**

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A Receiver may make calls conditionally or unconditionally on the members of the Lender in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Lender on its directors in respect of calls authorised to be made by them.

**9 To appoint staff and agents**

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine.

**10 To insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 8, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

**11 Law of Property Act 1925**

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

**12 To borrow**

A Receiver may for any of the purposes authorised by this Schedule 2 raise money by borrowing from the Borrower or from any other person on the security of all or any of the Charged Assets in respect of which he is appointed upon such terms (including if the Borrower shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit.

**13 To redeem prior Encumbrances**

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be conclusive and binding on the Lender and the monies so paid will be deemed to be an expense properly incurred by him.

**14 Incidental powers**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 2 or which he lawfully may or can do as agent for the Lender.

**15 Scope of powers**

Any exercise of any of these powers may be on behalf of the Lender, the directors of the Lender (in the case of the power contained in paragraph 8 of this Schedule 2) or himself.




Schedule 3  
Intellectual Property Rights

TRADEMARKS

MARK	SERIAL OR REGISTRATION NUMBER	CLASS	DESCRIPTION OF SERVICES
ISEEU GLOBAL ACCESS Iseeu Global Access	UK00002535250	09 38 44	Class 9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs solid-state recording devices; data processing equipment, computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software. Class 38 Communication by electronic mail systems; data transmission by electronic mail; electric mail; electric mailing services; electronic mail boxes; hire of electronic mail boxes; provision of electronic mail facilities; rental of electronic mail-boxes; transmission of information by electronic mail means. Class 44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; the presentation of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.
ISEEU GLOBAL COURIER Iseeu Global Courier	UK00002535251	09 38 44	Class 9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs solid-state recording devices; data processing equipment, computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software. Class 38 Communication by electronic mail systems; data transmission by electronic mail; electric mail; electric mailing services; electronic mail boxes; hire of electronic mail boxes; provision of electronic mail facilities; rental of electronic mail-boxes; transmission of information by electronic mail means. Class 44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; the presentation of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.

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<p>ISEEU GLOBAL MEETING CENTRE ISEEU Global Meeting Centre</p>	<p>UK00002562709</p>	<p>38 41 42</p>	<p>Class 38 Video conferencing services; telephone and video conferencing services; teleconferencing services; communication services for video conferencing services; satellite video conferencing services; provision of teleconferencing facilities; data communication services accessible by access code; data communication services accessible by password; providing access to computer databases; providing access to communication networks by computer terminals; provision of access to electronic messaging systems; providing access to the internet, databases and web pages; telecommunication of information including databases, web pages, computer programs and data; providing telecommunications connections to the internet; services for the transmission of sound, images and data; multimedia services; providing video, audio, audio-visual and data conferencing facilities, namely equipment, information, advisory and consultancy services relating to all the aforesaid. Class 41 Arranging and conducting of conferences, meetings, lectures; information, advisory and consultancy services relating to all the aforesaid. Class 42 Rental of computer software; information, advisory and consultancy services relating to all the aforesaid.</p>
	<p>EU 005739902</p>	<p>9, 10, 44</p>	<p>9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs; solid-state recording devices; data processing equipment, computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software. 10 Medical, dental and veterinary apparatus and instruments; medical monitoring equipment and diagnostic equipment. 44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; the provision of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.</p>

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ISEEU	EU008799209	9, 10, 44	<p>9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs solid-state recording devices; data processing equipment; computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software.</p> <p>10 Medical, dental and veterinary apparatus and instruments, medical monitoring equipment and diagnostic equipment.</p> <p>44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; the presentation of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.</p>
ISEEU GLOBAL ACCESS	EU 009227125	9, 38, 44	<p>9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs solid-state recording devices; data processing equipment; computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software.</p> <p>38 Communication by electronic mail systems; data transmission by electronic mail; electronic mail services; electric mailing services; electronic mail boxes; hire of electronic mail boxes; provision of electronic mail facilities; rental of electronic mail-boxes; transmission of information by electronic mail means.</p> <p>44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; real-time medical data presented to remote locations; the provision of medical advice to remote locations; hospital referral services.</p>
ISEEU GLOBAL	EU009227133	9, 38, 44	<p>9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data</p>

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COURIER			<p>carriers, optical data carriers; recording discs; solid-state recording devices; data processing equipment, computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software.</p> <p>36 Communication by electronic mail systems; data transmission by electronic mail; electronic mail services; electric mailing services; electronic mail boxes; hire of electronic mail boxes; provision of electronic mail facilities; rental of electronic mail-boxes; transmission of information by electronic mail means.</p> <p>44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; the presentation of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.</p>
ISEEU GLOBAL MEETING CENTRE	EU 009815457	38, 41, 42	<p>38 Video conferencing services; telephone and video conferencing services; teleconferencing services; communication services for video conferencing services; satellite video conferencing services; provision of teleconferencing facilities; data communication services accessible by access code; data communication services accessible by password; providing access to computer databases; providing access to communication networks by computer terminals; provision of access to electronic messaging systems; providing access to the Internet, databases and web pages; telecommunication of information including databases, web pages, computer programs and data; providing telecommunications connections to the Internet; services for the transmission of sound, images and data; transmission of sound and vision via satellite or interactive multimedia networks; providing video, audio, audio-visual and data conferencing facilities; information, advisory and consultancy services relating to all the aforesaid services.</p> <p>41 Arranging and conduction of conferences;</p>

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			meetings and lectures; information, advisory and consultancy services relating to all the aforesaid services. 42 Rental of computer software; information, advisory and consultancy services relating to all the aforesaid services.
S STREAM	EU 006799233	B, 10, 44	9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs solid-state recording devices; data processing equipment, computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software. 10 Medical, dental and veterinary apparatus and instruments, medical monitoring equipment and diagnostic equipment. 44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; the provision of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.
SecurTX	EU 006799241	G, 38, 44	9 Apparatus for the recording, transmission or reproduction of sound or images; magnetic data carriers, optical data carriers; recording discs solid-state recording devices; data processing equipment, computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data; real-time monitoring equipment; computer software. 36 Communication by electronic mail systems; data transmission by electronic mail; electric mail; electric mailing services; electronic mail boxes; hire of electronic mail boxes; provision of electronic mail facilities; rental of electronic mail boxes; transmission of information by electronic mail means. 44 Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote

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			medical diagnostic services; the provision of real-time medical data to remote locations; the provision of medical advice to remote locations; hospital referral services.
ISEEU GLOBAL MEETING CENTRE	US Registration Number: 4192789  Serial Number: 85285004	IC 036. US 100 101 102.  IC 038. US 100 101 104  IC 041. US 100 101 107  IC 042. US 100 101	IC 036. US 100 101 102. G & S: Arranging and conducting of business conferences, business meetings, business exhibitions and business fairs; providing business information relating to all the aforesaid  IC 038. US 100 101 104. G & S: Video conferencing services; telephone and video conferencing services; teleconferencing services; communication services, namely, transmission of data and information for video conferencing services; satellite video conferencing services; providing facilities for teleconferencing; data communication services accessible by access code, namely, electronic transmission of data via computer networks; data communication services accessible by password, namely, electronic transmission of data via computer networks; providing access to computer databases; providing access to communication networks by computer terminal; providing access to electronic messaging systems; providing access to the Internet, databases and web pages; electronic transmission of sound, images and data; providing telecommunications connections to the Internet; electronic transmission of sound, images and data; providing telecommunication connectivity service for the transfer of images, messages, audio, visual, audiovisual and multimedia works; providing telecommunications information and consultation relating to all the aforesaid  IC 041. US 100 101 107. G & S: Educational services, namely, arranging and conducting educational lectures in the field of business  IC 042. US 100 101. G & S: Rental of computer software and providing computer software consultation
ISEEU GLOBAL COURIER	US Registration Number: 4095274	IC 009. US 021 023 026 036 038  IC 038.	IC 009. US 021 023 026 036 038. G & S: Apparatus for the transmission of sound or images for transmission of medical, healthcare, business, commercial, education, legal and local government information, not including scanners, card readers or cameras; pre-recorded magnetic

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	Serial Number: 85069713	US 100 101 104  IC 042 US 100 101  IC 044 US 100 101	<p>data carriers, featuring computer software for enabling remote Internet access; pre-recorded optical data carriers, featuring computer software for enabling remote Internet access; recording discs, namely, pre-recorded CDs, laser disks and DVDs, featuring computer software for enabling remote Internet access; solid-state recording drives; data-processing equipment for processing of medical, healthcare, business, commercial, education, legal, and local government information, not including scanners, card readers or cameras; computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data for transmission of medical, healthcare, business, commercial, education, legal and local government information, not including scanners, card readers or cameras; computer software for enabling remote Internet access; computer software for enabling secure transmission of information to users; computer software for providing multiple user dial-up and dedicated access to the Internet; computer software that provides real-time, integrated business management intelligence by combining information from various databases and presenting it in an easy-to-understand use interface.</p> <p>IC 038, US 100 101 104, G &amp; S: Communication by electronic mail systems; data transmission by electronic mail; electronic mail; electronic mail services; electronic mailbox services; provision of electronic mail facilities; rental of electronic mailboxes; transmission of information by electronic mail means</p> <p>IC 042, US 100 101, G &amp; S: Computer services, namely, providing a web-based operating system and online portal featuring on-line non-downloadable software for access to applications and services</p> <p>IC 044, US 100 101, G &amp; S: Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; providing medical information, namely, presentation of real-time medical data to remote locations; the provision of medical advice to remote locations</p>
ISEEU GLOBAL	US	IC 009, US 021	IC 009, US 021 023 026 036 038, G & S: Apparatus for the transmission of sound or

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ACCESS	Registration Number: 4095272  Serial Number: 85082542	023 028 038 038  IC 038: US 100 101 104  IC 042: US 100 101  IC 044: US 100 101	<p>images for transmission of medical, healthcare, business, commercial, education, legal and local government information, not including scanners, card readers or cameras; pre-recorded magnetic data carriers, featuring computer software for enabling remote Internet access; pre-recorded optical data carriers, featuring computer software for enabling remote Internet access; recording discs, namely, pre-recorded CDs, laser disks and DVDs, featuring computer software for enabling remote Internet access; solid-state recording drives; data processing equipment for processing of medical, healthcare, business, commercial, education, legal, and local government information, not including scanners, card readers or cameras; computers, mobile computers; telecommunication devices for transmitting machine-readable data including image data for transmission of medical, healthcare, business, commercial, education, legal and local government information, not including scanners, card readers or cameras; computer software for enabling remote Internet access; computer software for enabling secure transmission of information to users; computer software for providing multiple user dial-up and dedicated access to the Internet; computer software that provides real-time, integrated business management intelligence by combining information from various databases and presenting it in an easy-to-understand user interface</p> <p>IC 038, US 100 101 104, G &amp; S: Communication by electronic mail systems; data transmission by electronic mail; electronic mail; electronic mail services; electronic mailbox services; provision of electronic mail facilities; rental of electronic mailboxes; transmission of information by electronic mail means</p> <p>IC 042, US 100 101, G &amp; S: Computer services, namely, providing a web-based operating system and online portal featuring on-line non-downloadable software for access to applications and services</p> <p>IC 044, US 100 101, G &amp; S: Medical services; veterinary services; hygienic and beauty care for human beings or animals; medical diagnostic services; remote medical diagnostic services; providing medical information, namely, presentation of real-time medical data to remote locations; the provision of medical advice to</p>
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			remote locations
	US Registration Number: 3713684  Serial Number: 77450818	IC 010, US 026 039 044  IC 044, US 100 101	IC 010, US 026 039 044, G & S: Surgical and medical apparatus and instruments for use in general surgery, surgical apparatus and instruments for medical, dental or veterinary use  IC 044, US 100 101, G & S: Medical services; Medical assistance services provided via telecommunication and global computer networks for individuals with health problems; Medical assistance services in the nature of medical information provided to medical professionals from remote locations via the Internet and global computer networks through the use of archived medical images and a data storage and retrieval system; Providing medical assistance in the form of health care information by telephone and the Internet; veterinary assistance services provided via telecommunication and global computer networks for pets with health problems; hygienic and beauty care for human beings or animals; medical diagnostic testing, monitoring and reporting services; remote testing, monitoring and reporting medical diagnostic services; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; providing an internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations using electronic patient monitoring devices that feed information to the web site that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; medical information, namely, consumer-authorized clinical laboratory testing services that report results directly to the patient
ISEEU	US Registration Number: 3717394  Serial Number: 77450771	IC 010, US 026 039 044  IC 044, US 100 101	IC 010, US 026 039 044, G & S: Surgical and medical apparatus and instruments for use in general surgery, surgical apparatus and instruments for medical, dental or veterinary use  IC 044, US 100 101, G & S: Medical services; Medical assistance services provided via telecommunication and global computer networks for individuals with health problems; Medical assistance services in the nature of medical information provided to medical professionals

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			<p>from remote locations via the Internet and global computer networks through the use of archived medical images and a data storage and retrieval system; Providing medical assistance in the form of health care information by telephone and the Internet; veterinary assistance services provided via telecommunication and global computer networks for pets with health problems; hygiene and beauty care for human beings or animals; medical diagnostic testing, monitoring and reporting services; remote testing, monitoring and reporting medical diagnostic services; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations using electronic patient monitoring devices that feed information to the web site that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; medical information, namely, consumer-authorized clinical laboratory testing services that report results directly to the patient</p>
SECURTX	<p>US</p> <p>Registration Number: 3684997</p> <p>Serial Number: 77450890</p>	<p>IC 009, US 021 023 026 036 038, G &amp; S;</p> <p>IC 035, US 100 101 102</p> <p>IC 03B, US 100 101 104</p> <p>IC 044, US 100 101</p>	<p>Apparatus for recording, transmission or reproduction of sound and images; prerecorded magnetic data carriers featuring data regarding medical, veterinary, dental and beauty care services; prerecorded optical data carriers featuring data regarding medical, veterinary, dental and beauty care services; recording discs, namely, prerecorded CDs, video tapes, laser disks and DVDs; featuring data regarding medical, veterinary, dental and beauty care services; solid-state recording devices, namely, prerecorded solid state disks featuring data regarding medical, veterinary, dental and beauty care services; computer hardware, computer hardware peripheral devices, computer hardware for telecommunications; mobile computers, namely, portable personal computers, notebooks and laptop computers; telecommunication devices, namely, mobile phones, cell phones, cellular phones, video phones, digital phones, digital cellular phones, Internet phones, hands free kits for phones, interoperable communication system designed to provide radio, streaming video, wireless Internet and VoIP phone, for transmitting machine-readable data including</p>

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		<p>image data; real-time monitoring equipment; computer software for use with medical patient monitoring equipment, computer software for receiving, processing, storing, transmitting and displaying data; computer software for processing images, graphics and text; computer software for processing digital images of the anatomy for diagnosis and treatment</p> <p>IC 035. US 100 101 102. G &amp; S: Hospital referral services</p> <p>IC 036. US 100 101 104. G &amp; S: Data communication by electronic mail; electronic mail; electronic mail and messaging services, namely, providing e-mail and instant messaging services, secure e-mail services; provision of electronic mail facilities, namely, electronic mail boxes, hire of electronic mail boxes and rental of electronic mail boxes; electronic transmission of messages, data and documents by electronic mail means</p> <p>IC 044. US 100 101. G &amp; S: Medical services; Medical assistance services provided via telecommunication and global computer networks for individuals with health problems; Medical assistance services in the nature of medical information provided to medical professionals from remote locations via the Internet and global computer networks through the use of archived medical images and a data storage and retrieval system; Providing medical assistance in the form of health care information by telephone and the Internet; veterinary assistance services provided via telecommunication and global computer networks for pets with health problems; hygienic and beauty care for human beings or animals; medical diagnostic testing, monitoring and reporting services; remote testing, monitoring and reporting medical diagnostic services; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations using electronic patient monitoring devices that feed information to the web site that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; medical information, namely, consumer-authorized clinical laboratory testing services that report results</p>
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			directly to the patient
S STREAM	US Registration Number: 3713685  Serial Number: 77450843	IC 009, US 021 023 036 036 038  IC 010, US 026 039 044  IC 044, US 100 101	<p>IC 009, US 021 023 026 036 038, G &amp; S: Apparatus for recording, transmission or reproduction of sound and images; prerecorded magnetic data carriers featuring data regarding medical, veterinary, dental and beauty care services; prerecorded optical data carriers featuring data regarding medical, veterinary, dental and beauty care services; recording discs, namely, prerecorded CDs, video tapes, laser disks and DVDs, featuring data regarding medical, veterinary, dental and beauty care services; solid-state recording devices, namely, prerecorded solid state disks featuring data regarding medical, veterinary, dental and beauty care services; computer hardware, computer hardware peripheral devices, computer hardware for telecommunications; mobile computers, namely, portable personal computers, notebooks and laptop computers; telecommunication devices, namely, mobile phones, cell phones, cellular phones, video phones, digital phones, digital cellular phones, Internet phones, hands free kits for phones, interoperable communication system designed to provide radio, streaming video, wireless Internet and VOIP phones, for transmitting machine-readable data including image data; real-time monitoring equipment, namely, computer hardware and computer software for recording, transmitting and reporting data for use with medical diagnosis and treatment of patients; computer software for use with medical patient monitoring equipment, computer software for receiving, processing, storing, transmitting and displaying data; computer software for processing images, graphics and text; computer software for processing digital images of the anatomy for diagnosis and treatment</p> <p>IC 010, US 026 039 044, G &amp; S: Surgical and medical apparatus and instruments for use in general surgery, surgical apparatus and instruments for medical, dental or veterinary use</p> <p>IC 044, US 100 101, G &amp; S: Medical services; Medical assistance services provided via telecommunication and global computer networks for individuals with health problems; Medical assistance services in the nature of medical information provided to medical professionals from remote locations via the Internet and global computer networks through the use of archived</p>

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		<p>medical images and a data storage and retrieval system; Providing medical assistance in the form of health care information by telephone and the Internet; veterinary assistance services provided via telecommunication and global computer networks for pets with health problems; hygienic and beauty care for human beings or animals; medical diagnostic testing, monitoring and reporting services; remote testing, monitoring and reporting medical diagnostic services; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; providing an Internet web site for medical professionals and medical patients that allows for the exchange of information from remote locations using electronic patient monitoring devices that feed information to the web site that can be accessed in real time by medical professionals for purposes of monitoring and diagnosing medical conditions; medical information, namely, consumer-authorized clinical laboratory testing services that report results directly to the patient</p>
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TITLE
<p>* ISeeU Product Source Code and run-time software libraries:</p> <ul style="list-style-type: none"> <li>- Courier (legacy product source code)</li> <li>- ISeeU Pro (Web Service Desk software)</li> <li>- ISeeU Care (Web Portal)</li> <li>- ISeeU Static (Website)</li> <li>- ISeeU Forms DESIGNER (Windows agile development toolset)</li> <li>- ISeeU Workflow DESIGNER (Windows agile development toolset)</li> <li>- ISeeU Report DESIGNER (silver light component of ISeeU Pro)</li> <li>- ISeeU SMS encryption engine (i-h - a shared webservice)</li> </ul>

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- ISeeU SMS encryption engine (i-h - a shared webservice)

#### PATENTS

TITLE	PATENT NUMBER/APPLICATION NUMBER	ISSUE DATE/APPLICATION DATE
Secure Transfer of Data Files	8,527,632	September 3, 2013
Conveying Real Time Medical Data	12/365,976	February 5, 2009

#### DOMAIN NAMES

- [www.iseeuglobal.com](http://www.iseeuglobal.com)
- [www.iseepro.com](http://www.iseepro.com)
- [www.iseecare.com](http://www.iseecare.com)
- [www.iseeusafe.com](http://www.iseeusafe.com)

SIGNED as a DEED  
by JASON BRICKELL  
as a Director for and on behalf of ISEEU  
GLOBAL LIMITED in the presence of:

  
Director

Witness

Witness Signature

Name:

MIKE ROBERTS



Address:

43 Bay Hill View, Duncannon, Burscough, BS16 6PA, UK

Date of signature:

3/6/2014

SIGNED as a DEED  
by JOSEPH SHAIKH

)  
)  
)



in the presence of:

Witness

Name:

)  
)  
)

Witness Signature

Address:



Occupation:

HASHIM PRECELLI  
ENGINEER

Date of signature:

P.O. BOX 692 ABU DHABI  
22/5/2014

