

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Showpad NV		07/17/2015	public limited liability company: BELGIUM
RECEIVING PARTY DATA			
Name:	Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l.		
Street Address:	9A, Boulevard du Prince Henri		
City:	Luxembourg L-1724		
State/Country:	LUXEMBOURG		
Entity Type:	private limited liability company: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4343529	SHOWPAD	
Registration Number:	4566976	SHOWPAD	
Registration Number:	4653292	SHOWPAD	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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>			
Phone:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Matthew R. Mills; Arent Fox LLP		
Address Line 1:	1717 K Street, N.W.		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	SHOWPAD		
NAME OF SUBMITTER:	Matthew R. Mills		
SIGNATURE:	/Matthew R. Mills/		
DATE SIGNED:	11/05/2015		
Total Attachments: 36			
source=Pledge Agreement - SHOWPAD#page1.tif			
source=Pledge Agreement - SHOWPAD#page2.tif			
source=Pledge Agreement - SHOWPAD#page3.tif			

OP \$90.00 4343529

source=Pledge Agreement - SHOWPAD#page4.tif
source=Pledge Agreement - SHOWPAD#page5.tif
source=Pledge Agreement - SHOWPAD#page6.tif
source=Pledge Agreement - SHOWPAD#page7.tif
source=Pledge Agreement - SHOWPAD#page8.tif
source=Pledge Agreement - SHOWPAD#page9.tif
source=Pledge Agreement - SHOWPAD#page10.tif
source=Pledge Agreement - SHOWPAD#page11.tif
source=Pledge Agreement - SHOWPAD#page12.tif
source=Pledge Agreement - SHOWPAD#page13.tif
source=Pledge Agreement - SHOWPAD#page14.tif
source=Pledge Agreement - SHOWPAD#page15.tif
source=Pledge Agreement - SHOWPAD#page16.tif
source=Pledge Agreement - SHOWPAD#page17.tif
source=Pledge Agreement - SHOWPAD#page18.tif
source=Pledge Agreement - SHOWPAD#page19.tif
source=Pledge Agreement - SHOWPAD#page20.tif
source=Pledge Agreement - SHOWPAD#page21.tif
source=Pledge Agreement - SHOWPAD#page22.tif
source=Pledge Agreement - SHOWPAD#page23.tif
source=Pledge Agreement - SHOWPAD#page24.tif
source=Pledge Agreement - SHOWPAD#page25.tif
source=Pledge Agreement - SHOWPAD#page26.tif
source=Pledge Agreement - SHOWPAD#page27.tif
source=Pledge Agreement - SHOWPAD#page28.tif
source=Pledge Agreement - SHOWPAD#page29.tif
source=Pledge Agreement - SHOWPAD#page30.tif
source=Pledge Agreement - SHOWPAD#page31.tif
source=Pledge Agreement - SHOWPAD#page32.tif
source=Pledge Agreement - SHOWPAD#page33.tif
source=Pledge Agreement - SHOWPAD#page34.tif
source=Pledge Agreement - SHOWPAD#page35.tif
source=Pledge Agreement - SHOWPAD#page36.tif

Dated 17 July 2015

Showpad NV
(as Pledgor)

and

Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l.
(as Pledgee)

Pledge Agreement

Bird & Bird LLP
Louizalaan 235 box 1
1050 Brussels (Belgium)
www.twobirds.com

Tel No. +32 2 282 6000
Fax No. +32 2 282 6011

Ref: STAP/COLLT.0006

Contents

1. DEFINITIONS AND CONSTRUCTION..... 3

2. PLEDGE OVER RECEIVABLES..... 5

3. PLEDGE OVER INTELLECTUAL PROPERTY..... 8

4. PLEDGE OVER PLEDGED ASSETS..... 9

5. DISPOSSESSION..... 9

6. REPRESENTATIONS AND UNDERTAKINGS..... 10

7. SCOPE OF THE PLEDGE..... 11

8. ENFORCEMENT..... 12

9. APPLICATION OF THE PROCEEDS..... 12

10. PLEDGEE'S RIGHTS..... 12

11. POWER OF ATTORNEY..... 12

12. LIABILITY OF PLEDGEE..... 13

13. SAVING PROVISIONS..... 13

14. RELEASE OF SECURITY..... 14

15. EXPENSES - INDEMNIFICATION..... 15

16. PAYMENTS..... 15

17. RIGHTS, WAIVERS AND DETERMINATIONS..... 15

18. TRANSFERABILITY..... 16

19. NOTICES..... 16

20. PARTIAL INVALIDITY..... 17

21. PRESERVATION OF SECURITY..... 17

22. COUNTERPARTS..... 17

23. LANGUAGE..... 17

24. GOVERNING LAW..... 17

25. CHOICE OF FORUM..... 17

SCHEDULE 1..... 19

SCHEDULE 2..... 22

SCHEDULE 3..... 23

SCHEDULE 4..... 25

SCHEDULE 5..... 27

SCHEDULE 6..... 28

P

This Agreement (together with all schedules the "Agreement") is made on 17 July 2015.

Between:

- (1) **Showpad NV**, a company limited by shares ("*société anonyme/naamloze vennootschap*") incorporated under the laws of Belgium, registered with the Crossroad Bank for Enterprises under company number 0836.159.992 and with the Legal Entities Register of Ghent, having its registered office at Moutstraat 62, 9000 Ghent, Belgium (the "**Pledgor**"); and
- (2) **Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l.**, a private company limited by shares ("*société à responsabilité limitée*") incorporated under the laws of Luxembourg, with business registry number B191278, having its registered office at 9A, Boulevard du Prince Henri, Luxembourg L-1724, Grand Duchy of Luxembourg (the "**Pledgee**").

Whereas:

The Pledgor, as borrower, Showpad Inc., as guarantor, Showpad Ltd, as agent for service of process, and the Pledgee, as lender, entered into a \$ _____ term loan facility agreement dated on or about the date of this Agreement (the "**Term Loan Facility Agreement**"), pursuant to which the Pledgor may draw tranches of the facility provided by the Pledgee pursuant to the terms and conditions set out therein. One of the conditions precedent for the Pledgor to be able to draw aforementioned tranches is that a number of security documents are entered into pursuant to which the Pledgor and/or Showpad Inc., as the case may be, grant security (as defined in the Term Loan Facility Agreement) in favour of the Pledgee. The Pledgor hereby in this Agreement, and pursuant to the terms and conditions set out herein, agrees to pledge its receivables and intellectual property, as such security, in favour of the Pledgee.

It is agreed as follows:

1. **Definitions and construction**

1.1 **Definitions**

Unless a contrary indication appears in this Agreement, any term used with a capital letter shall have the meaning ascribed to it in the Term Loan Facility Agreement. In this Agreement the following terms shall however have the following meanings:

"Bank" means any bank, credit institution or any (other) financial institution listed under Schedule 2.

"Bank Accounts" means the accounts with Banks referred to in Schedule 2.

"Business" means any business ("*fonds de commerce/handelszaak*") operated by the Pledgor and located at its registered office and/or in any other present or future location.

"Floating Charge Mandate" means the mandate to create one or more floating charges ("*gages sur fonds de commerce/panden handelszaak*") over its Business by Showpad NV to the attorneys mentioned therein for the benefit of the Pledgee, dated on or about the date of this Agreement.

"Intellectual Property" means all present and future intellectual property rights, including patents, rights to inventions, supplementary protection certificates, trade

marks, service marks, business or trade names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, utility models, rights in confidential information (including know-how and trade secrets), database rights (including *sui generis* rights), copyright and related rights (including moral rights), rights in any object or source code (including Source Material) or any preparatory material, 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 and all legal equitable and other rights in any of them; and the benefit (subject to the burden) of any and all agreements, arrangements and licences (where such agreements and licences permit the creation of security without prior consent) in connection with any of the foregoing.

"Party" means a party to this Agreement.

"Pledge" means the first ranking pledges ("*gage de premier rang*"/"*pand in eerste rang*") created by or pursuant to this Agreement over the Receivables (including, but not limited to, claims in connection with Bank Accounts) and Intellectual Property to secure the full and proper performance of the Secured Obligations.

"Pledged Assets" means all present and future Receivables (including, but not limited to, claims in connection with Bank Accounts) and Intellectual Property of the Pledgor.

"Receivables" means all claims of any nature whatsoever, and however arising, whether present or future, actual or contingent, (in favour) of or owed to the Pledgor by any debtor (including all present or future rights relating thereto or arising there out). For the avoidance of doubt, and without limiting the foregoing, Receivables shall include claims owed to the Pledgor in connection with the following

- (a) *Customer claims*: all sums (in favour) of or owed to the Pledgor from present and future customers ("**Customer Claims**");
- (b) *Bank Accounts*: the cash, moneys, (financial) instruments, securities and assets as reflected by the balance(s) from time to time, and as the case may be, the final closing balance, of each Bank Account;
- (c) *Claims on Shareholders*: all sums (in favour) of or owed to the Pledgor by any of its shareholders;
- (d) *VAT current account*: to the extent permitted by applicable law, the balance which may be due and payable by the VAT authorities from time to time, and as the case may be the final closing balance, of the current account of the Pledgor with the VAT authorities;
- (e) *Intra-group claims*: all other sums (in favour) of or owed to the Pledgor by any affiliated company on any account and of any nature whatsoever; and
- (f) *Insurance*: to the extent permitted by applicable law, all sums (in favour) of or owed to the Pledgor by any insurance company on account of any insurance policy, whether as insurance indemnities, refunds of premiums or otherwise.

"Secured Obligations" means all present and future moneys, debts and liabilities due, owed or incurred by the Pledgor under or in connection with any Finance Document, in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise.

"Source Material" means all the necessary materials to run and maintain operationally

a software system, including but not limited to: (i) the source code; (ii) all logic diagrams, flowcharts, protocols, orthographic representations, algorithms, routines, sub-routines, utilities, modules, file structures, coding sheets, coding, script, listings, functional specifications and program specifications, executable code, specialized development tools, design documentation; and (iii) documentation, literature, information, manual relating to that software; and all respective modifications, developments, changes, enhancements or revisions to all of the above as may be made from time to time.

1.2 **Construction**

Unless a contrary indication appears in this Agreement:

- (a) a provision of law is a reference to that provision as amended, re-enacted, extended or replaced;
- (b) any reference to a "**Finance Document**" or any other agreement, document or instrument is a reference to that Finance Document or other agreement, document or instrument as amended, novated, assigned, supplemented, extended, restated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Obligor or provides for further advances);
- (c) "**including**", "**include**" and "**in particular**" are used by way of illustration or emphasis only and nothing in this Agreement shall be construed as limiting the generality of those words;
- (d) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (e) a Clause or Schedule is a reference to the relevant clause of or schedule to this Agreement. Clause and schedule headings are for ease of reference only;
- (f) a time of day is a reference to London time.

Words denoting the singular shall include the plural and vice versa and words denoting gender include every gender.

2. **Pledge over Receivables**

2.1 The Pledgor hereby grants to the Pledgee, who accepts, a first ranking pledge ("*gage de premier rang*" / "*paand in eerste rang*") over the Receivables (including, but not limited to, claims in connection with Bank Accounts), to secure the full and proper performance of the Secured Obligations, in accordance with the Act of 5 May 1872 on commercial pledges and the Act of 15 December 2004 on financial collateral arrangements.

2.2 **Information**

2.2.1 A complete, accurate and up-to-date list of all debtors and counterparties against whom the Pledgor has claims pledged under Clause 2.1 is attached as Schedule 1. This list includes the name of each debtor or counterparty, its registered office and (if different) the address of its place of business to which the claims relate, the amount and the nature of the claims.

2.2.2 Within thirty calendar days after each calendar semester, the Pledgor undertakes to deliver to the Pledgee an updated version of the list referred to in Clause 2.2.1. In

addition, a copy of all relevant contractual documentation and details of the amounts owed under the claims shall promptly be delivered to the Pledgee upon its first demand.

- 2.2.3 Following the occurrence of an Event of Default under the Term Loan Facility Agreement, the Pledgor shall deliver to the Pledgee, upon its first demand, promptly and not later than within seven (7) Business Days of the demand, an updated version of the list referred to in Clause 2.2.1. In addition, a copy of all relevant contractual documentation and details of the amounts owed under the claims shall promptly be delivered to the Pledgee upon its first demand
- 2.2.4 The listings to be provided under this Clause 2.2 shall be provided in a standard computer readable format.

2.3 ***Collection of Receivables***

The Pledgor shall ensure and procure that all Receivables are collected exclusively by way of payment to the Bank Account(s). To that effect, the Pledgor shall mention on its invoices, debit notes, pre-printed bank transfer forms and other relevant documents the reference to the Bank Account(s), and no other accounts, and shall instruct the debtors of such Receivables to pay by way of transfer to the Bank Account(s) exclusively.

2.4 ***Designation of Bank Accounts***

- 2.4.1 The Pledgor hereby designates in Schedule 2 the accounts with the Bank(s) that are approved by the Pledgee as designated Bank Accounts.
- 2.4.2 On the date of this Agreement, the Pledgor shall have notified the relevant Bank(s) by registered mail that the balance from time to time, and as the case may be the final closing balance, of each Bank Account is pledged to the Pledgee under this Agreement.
- 2.4.3 The Pledgor shall use its best efforts that each Bank agrees in writing, for the benefit of the Pledgee, to waive any right of set-off, benefit of any combination of account ("*clause d'unicité de compte*" / "*clausule van eenheid van rekening*"), pledge or similar provision in respect of a Bank Account, within twenty (20) calendar days of the date of this Agreement or, as the case may be, the date on which a Bank Account is pledged pursuant to this Agreement.
- 2.4.4 The Pledgor shall promptly deliver a copy of the notices (with proof of sending and receipt) and agreements referred to in Clauses 2.4.2 and 2.4.3 to the Pledgee. Such notices and agreements shall be substantially in the form set out in Schedule 3.
- 2.4.5 Following the date of this Agreement, new accounts may be opened, and existing accounts may be closed by the Pledgor, but solely with the prior written approval of the Pledgee (or at the request of the Pledgee) and, for new accounts, subject to their inclusion in Schedule 2. The Pledgor will promptly send a signed updated version of Schedule 2 to the Pledgee and this updated Schedule 2 will be attached to this Agreement.

2.5 ***Notification to Debtors***

2.5.1 **Customer Claims**

Following the occurrence of an Event of Default under the Term Loan Facility Agreement, the Pledgor shall, upon the Pledgee's first demand, promptly and not later than within three (3) Business Days of the demand, notify any debtor of Customer Claims of the fact that the Receivables have been pledged to the Pledgee pursuant to this Agreement:

- (a) by printing the following text on the invoices, debit notes, pre-printed bank transfer forms and/or other relevant documents, taking into account the language of the invoice, being

either French:

"Par la présente, nous vous notifions que la créance dont cette facture atteste, a été mise en gage au profit de Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l., conformément à un "pledge agreement" (convention de gage) conclu en date du [DATE]. A dater de la réception de la notification de la réalisation du gage, votre paiement ne sera valable et libératoire que si il est effectué sur le compte bancaire indiqué dans la notification."

or Dutch:

"Wij stellen u hierbij in kennis dat de schuldvordering uit hoofde van deze factuur in pand werd gegeven aan Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l., overeenkomstig een "pledge agreement" (pandovereenkomst) van [DATE]. Na ontvangst van een kennisgeving dat tot realisatie van het pand wordt overgegaan, zal uw betaling van deze factuur enkel geldig en bevrijdend zijn als zij wordt verricht op het bankrekeningnummer vermeld in de kennisgeving."

In English, the above text reads:

"We hereby notify you that the claim under this invoice has been pledged to Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l. in accordance with a pledge agreement dated [DATE]. Upon receipt of a notification that the pledge will be enforced, your payment will only be valid and binding if made into the bank account mentioned in this notification."

and/or

- (b) by providing a notice to such debtors substantially in the form of Schedule 4. The Pledgor may also provide this notice in Dutch or French if appropriate or legally required.

The Pledgor shall promptly deliver a copy of the notifications (with proof of sending and receipt, if applicable) and receipt acknowledgments agreements (if applicable) pursuant to this Clause 2.5.1 to the Pledgee.

2.5.2 Other Receivables

In relation to all other Receivables, following the occurrence of an Event of Default under the Term Loan Facility Agreement, the Pledgor shall, upon the Pledgee's first demand, promptly and not later than within three (3) Business Days of the demand, notify the debtors of such Receivables of the existence of this Pledge. When any Receivable comes into existence after the date of this demand by the Pledgee, the Pledgor shall immediately notify such debtors. Such notices shall be substantially in the form of Schedule 4.

The Pledgor shall promptly deliver a copy of the notifications (with proof of sending and receipt, if applicable) and receipt acknowledgments agreements (if applicable) given pursuant to this Clause 2.5.2 to the Pledgee.

2.5.3 Notification by the Pledgee

The Pledgee may, if the Pledgor fails to do so, give any notice required to be given pursuant to Clause 2.5. The Pledgor shall execute a certificate substantially in the form of

Schedule 5 and deliver it to the Pledgee on the date of this Agreement. Further certificates executed by the Pledgor, substantially in the form of Schedule 5 may be requested by the Pledgee at any time after the date of this Agreement.

2.6 Operation of Bank Accounts

- 2.6.1 Subject to the applicable restrictions of the Finance Documents, as long as no Event of Default has occurred, the Pledgor shall be free to operate its Bank Account(s) and to collect all amounts due under the Receivables in the Bank Account(s) within the ordinary course of its business and consistent with past practices.
- 2.6.2 Upon the occurrence of an Event of Default, the Pledgee has the right to notify the Banks that the Bank Account must be blocked. As of such date, the blocked Bank Accounts can only be credited and not debited unless with the prior written approval of the Pledgee.
- 2.6.3 Upon the occurrence and continuance of an Event of Default, the Pledgee may take such enforcement measures as are provided for by law, and any credit balance of the Bank Account may only be discharged by payment to the Pledgee.

3. Pledge over Intellectual Property

- 3.1 The Pledgor hereby grants to the Pledgee, who accepts, a first ranking pledge ("*gage de premier rang*" / "*pand in eerste rang*") over its Intellectual Property, including but not limited to the Intellectual Property set out in Schedule 6 and the Intellectual Property acquired by, accrued or registered in the name of the Pledgor after the date of this Agreement, to secure the full and proper performance of the Secured Obligations, in accordance with the Act of 5 May 1872 on commercial pledges.
- 3.2 The Pledgor agrees, upon the acquisition of future Intellectual Property, to forthwith:
 - 3.2.1 notify the Pledgee of the acquisition of such future Intellectual Property;
 - 3.2.2 confirm that such future Intellectual Property is pledged to the benefit of the Pledgee under this Agreement; and
 - 3.2.3 promptly, and in any event within ten (10) Business Days of registration of such Intellectual Property, update Schedule 6 with any Intellectual Property acquired by or registered in the name of the Pledgor after the date of this Agreement. The Pledgor shall simultaneously send a signed updated version of Schedule 6 to the Pledgee and this updated Schedule 6 will be attached to this Agreement.
- 3.3 Upon the acquisition or registration of future Intellectual Property, any reference to Intellectual Property in the Finance Documents shall be deemed to include such future Intellectual Property.
- 3.4 For the purpose of this Clause 3, the Pledgor undertakes:
 - 3.4.1 at its own costs, at the Pledgee's first demand, and at the latest within 30 days of such demand, to deposit all its Source Materials into escrow with an escrow agent to be agreed upon between Parties; and
 - 3.4.2 to maintain such deposit and to update it periodically (at least every 6 months).
- 3.5 **Notification and registration of the Pledge over Intellectual Property**
 - 3.5.1 The Pledgor hereby irrevocably authorises the Pledgee, its legal counsels and its other designees, to present this Agreement and any agreement pursuant hereto, in its sole discretion, to the competent government entity for registration, notification or filing

purposes or the renewal thereof of the Pledge over the Intellectual Property (registered in any country), and generally authorises the Pledgee, its legal counsels and its other designees to do all things necessary to accomplish this.

- 3.5.2 The Pledgor shall cooperate with the Pledgee and sign or cause to be signed all such further documents and take all further actions as the Pledgee may request to perfect and protect the registration of the Pledge over Intellectual Property (registered in any country), and to make it opposable towards third parties.

3.6 **Right to use**

Notwithstanding the foregoing, the Pledgor shall have the right to use its Intellectual Property used in or necessary for the conduct of its Business as currently conducted.

3.7 **Power-of-attorney**

For the purpose of this Clause 3, an irrevocable power is granted by the Pledgor to Bruno Vandermeulen, Domien Op de Beeck and any other lawyer of Bird & Bird LLP, with offices at Louizalaan 235 box 1, 1050 Brussels (Belgium), each of whom may act alone and with power of substitution, in order to proceed with and to do all that is necessary or useful for such registration, notification or filing or the renewal thereof of the Intellectual Property in the name and on behalf of the Pledgor. This power-of-attorney shall expire upon release of the Pledge granted hereunder in accordance with Clause 14.

4. **Pledge over Pledged Assets**

As from the entry into force of the Belgian Act on Security Interest in Movable Property of 11 July 2013 ("*loi du 11 juillet 2013 modifiant le Code Civil en ce qui concerne les sûretés réelles mobilières et abrogeant diverses dispositions en cette matière*" / "*wet van 11 juli 2013 tot wijziging van het Burgerlijk Wetboek wat de zakelijke zekerheden op roerende goederen betreft en tot opheffing van diverse bepalingen ter zake*"), the Pledge established under this Agreement will be extended to the maximum extent permitted by law over all possible assets of, and qualify as a pledge over, the Business for the purposes of registration in accordance with the aforementioned legalisation, provided that the qualification as a pledge over Business under this new legislation shall not limit the rights of the Pledgee with respect to the Receivables (including, but not limited to, claims in connection with Bank Accounts) and Intellectual Property. The Pledgor shall hereby perform any action necessary or useful in this respect, upon the Pledgee's first demand, and at its own costs and expenses.

5. **Dispossession**

- 5.1 The Pledgee is authorised to fulfil the necessary dispossession formalities with respect to the Pledge, in whole or in part, in order to make the Pledge enforceable against third parties, including, but not limited to, the following formalities:
- 5.1.1 taking material possession of any tangible assets of the Pledgor, at any time, provided that, in the Pledgee's reasonable opinion, such dispossession is necessary to protect the interests of the Pledgee;
 - 5.1.2 notifying the Banks in accordance with Clauses 2.4 and 2.6;
 - 5.1.3 notifying any debtor of the Pledgor, in accordance with Clause 2.5 of the fact that the Receivables have been pledged to the Pledgee pursuant to this Agreement; and
 - 5.1.4 registering and recording the Pledge, at any time, with the relevant registrars or offices.

5.2 To this effect, the Pledgee hereby appoints Peter Perez, William Hollanders de Ouderaen and any other lawyer of Bird & Bird LLP, with offices at Louizalaan 235 box 1, 1050 Brussels (Belgium), each with the power to act individually and to delegate such power, to complete the abovementioned formalities in its name and on its behalf, and to perform all such acts which are necessary in order to ensure the validity and enforceability of the Pledge.

6. Representations and undertakings

6.1 Without prejudice to clauses 13, 14 and 15 of the Term Loan Facility Agreement, (i) the Pledgor makes the representations and warranties set out in this Clause 6 to the Pledgee on the date of this Agreement, and (ii) the Pledgor undertakes to the Pledgee that each of these representations and warranties shall at all times remain true and correct until full release of the Pledge in accordance with Clause 14:

6.1.1 the Pledgor is a company limited by shares ("*société anonyme/naamloze vennootschap*") duly incorporated and validly existing under Belgian law. It is not subject to any judicial restructuring proceeding, has not been declared bankrupt nor has been dissolved. It has the power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and all corporate and other action and consents (including, without limitation, pursuant to the shareholders' agreement dated 24 October 2014 and (article 16.2 of) its articles of association) required to authorise the execution of the Agreement and full performance of its obligations thereunder, has been duly taken and/or obtained. The Pledgor has all necessary licenses and authorisations to conduct its Business (as it currently does);

6.1.2 this Agreement and obligations thereunder are, following a thorough review by the Pledgor, proportionate and in line with its corporate interest, and the benefits received from the Term Loan Facility Agreement are an adequate consideration for it to grant this Pledge;

6.1.3 the Pledgor is the sole owner of the Pledged Assets. The Pledgor owns each Pledged Asset free and clear of any Security, save pursuant to the Floating Charge Mandate (and this Agreement). Each Pledged Asset is freely transferable and pledgeable. There is no pledge over business or floating charge ("*gage sur fonds de commerce*" / "*pand op handelszaak*") or similar foreign law security in existence on its Business, nor is there any mandate or undertaking to create the same or other charge which may negatively affect the rights of the Pledgee under this Agreement, save pursuant to the Floating Charge Mandate;

6.1.4 all Receivables are capable of being pledged hereunder without the consent of their respective debtors or counterparties;

6.1.5 all information provided to the Pledgee pursuant to Clause 2.2 is accurate, correct and complete;

6.1.6 it does not have any bank accounts other than the Bank Account(s);

6.1.7 the lists of Schedule 1 and Schedule 6, and every update, shall be, complete, accurate and up-to-date; and

6.1.8 this Agreement does not violate any contractual or other obligation binding upon the Pledgor.

6.2 Without prejudice to clauses 13, 14 and 15 of the Term Loan Facility Agreement, the Pledgor undertakes as follows:

6.2.1 it shall not sell, lease, transfer or otherwise dispose of any Pledged Asset (unless with the prior written consent of the Pledgee) save as permitted in the Term Loan Facility

Agreement. It shall not create any Security in respect of the Pledged Assets other than pursuant to the Floating Charge Mandate (and this Agreement), irrespective of whether or not it would rank behind the Pledge, and it shall not permit the existence of any such Security;

- 6.2.2 it shall procure that no executory attachment ("*saisie exécutoire*" / "*uitvoerend beslag*") is made on any Pledged Asset, and that any conservatory attachment ("*saisie conservatoire*" / "*bewaarend beslag*") thereon is released within 25 Business Days of its first being made;
- 6.2.3 without prejudice to Clause 4, it shall retain all its obligations and rights in respect of the Pledged Assets and keep them in good condition;
- 6.2.4 it shall cooperate with the Pledgee and it shall promptly execute all documents and take all such further action as the Pledgee may from time to time request to perfect, protect or facilitate the enforcement of the Pledge or (the exercise of) any rights vested in the Pledgee under this Agreement (including, for the avoidance of doubt, in connection with any relevant change in law, or related to executing any transfer, conveyance, charge, assignment or assurance of the Pledged Assets (whether to the Pledgee or its nominees or otherwise) or making any registration and giving any notice, order or direction);
- 6.2.5 it may not do or permit to be done anything which could directly or indirectly prejudice or adversely affect the Pledge (including, without limitation, its first ranking priority, effectiveness, validity and enforceability); and
- 6.2.6 it shall ensure that representatives of the Pledgee (with or without surveyors, workmen and others) are able at all reasonable times to verify the condition of any of the Pledged Assets.

7. Scope of the Pledge

- 7.1 The Pledge shall be a continuing security for the full and proper performance of the Secured Obligations, and shall remain in force until expressly released in accordance with Clause 14, and shall in particular not be discharged by reason of the circumstance that there is at any time no Secured Obligation currently owed from the Pledgor to the Pledgee.
- 7.2 The Pledge shall not be discharged by the entry of any Secured Obligations into any current account, in which case this pledge shall secure any provisional or final balance of such current account up to the amount of the Secured Obligations.
- 7.3 The Pledge shall not be discharged or affected by any change as to the Pledgor's structure or status.
- 7.4 The Pledge shall not in any way be prejudiced or affected by any legal limitation, disability, incapacity or other circumstances relating to the Pledgor or any other person, by any invalidity, illegality or unenforceability of the obligations of the Pledgor or any other person, and the Pledgor agrees to keep the Pledgee fully indemnified against any loss suffered as a result of any failure by any other party to perform any such obligation or purported obligation.
- 7.5 The Pledgee may at any time without discharging, or in any way affecting, this Pledge (a) grant the Pledgor any time or indulgence, (b) concur in any moratorium of the Secured Obligations, (c) amend the terms and conditions of the Secured Obligations in accordance with the provisions of the Term Loan Facility Agreement, (d) abstain from taking or perfecting any other Security and discharge any other Security, (e) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right

or recourse and (f) apply any payment received from the Pledgor or for its account towards obligations of the Pledgor other than the Secured Obligations.

- 7.6 All the rights of the Pledgee under this Agreement shall be in addition to any other right, Security, interest or remedy vested in the Pledgee and all such rights, Security, interests or remedies may be exercised from time to time and as often as the Pledgee may deem expedient.
- 7.7 In general, and to the extent applicable, the Pledgor waives the benefit of article 2037 of the Belgian Civil Code, and waives any benefit of discussion or division.

8. Enforcement

At any time on or after the occurrence and continuance of an Event of Default under the Term Loan Facility Agreement:

- the Pledgee may enforce the Pledge and/or may request authorisation from the competent court to enforce the Pledge, in accordance with applicable legal provisions; and/or
- the Pledgee may exercise all rights and remedies it possesses, and may act generally in relation to the Pledged Assets in such manner as it shall determine.

9. Application of the proceeds

- 9.1 All amounts received or recovered by the Pledgee in exercise of its rights under this Agreement shall be applied in or towards payment of the Secured Obligations in accordance with the Term Loan Facility Agreement.
- 9.2 In the absence of Secured Obligations then due and payable, the Pledgee shall be entitled to retain all or part of these amounts as part of the Pledged Assets. The Pledgee may decide, at its discretion, to credit the amounts to a suspense account for so long as and in such manner as it may from time to time determine. Any surplus shall be paid to the Pledgor or other person entitled to it.
- 9.3 To the extent applicable, the Pledgor expressly waives the benefit of Article 1253 and Article 1256 of the Belgian Civil Code.

10. Pledgee's Rights

The Pledgee shall have (either in its own name or in the name of the Pledgor or otherwise and in such manner and on such terms and conditions as the Pledgee thinks fit, and either alone or jointly with any other person) the rights set out in this Agreement and, generally, the right to do anything else it may think fit for the protection and enforcement of the Pledge or any Pledged Asset, or incidental to the exercise of any of the rights conferred on the Pledgee under or by virtue of the Term Loan Facility Agreement.

11. Power of Attorney

The Pledgor irrevocably appoints, to the fullest extent permitted by law, the Pledgee as its attorney (with full power of substitution), to act on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit to do anything which the Pledgor is obliged to do (but has not done) under this Agreement. The Pledgor agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in this Clause 11.

12. **Liability of Pledgee**

12.1 The Pledgee shall not be liable to the Pledgor or any other person for any costs, fees (including registration fees), taxes, duties (including registration duties), losses, Secured Obligations and expenses relating to the Pledge, or its enforcement, or from any act, default, omission or misconduct of the Pledgee, or its respective officers, employees or agents in relation to the Pledge, the Pledge Assets or in connection with the Term Loan Facility Agreement, except to the extent caused by its own intentional misconduct ("dol"/"bedrog").

12.2 The Pledgee shall be under no obligation to take any steps necessary to preserve any rights related to the Pledged Assets against any third parties but may do so at its option, and all expenses incurred by the Pledgee in connection therewith shall be for the account of the Pledgor. If any such expenses are borne by the Pledgee, the Pledgor shall, upon first demand by the Pledgee, promptly reimburse the Pledgee, and this reimbursement obligation shall be part of the Secured Obligations.

13. **Saving Provisions**

13.1 **Continuing Security**

Subject to Clause 14, the Pledge is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

13.2 **Reinstatement**

If any payment by the Pledgor or any discharge given by the Pledgee (whether in respect of any of the Secured Obligations or any Security for the Secured Obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- the liability of the Pledgor and the Pledge shall continue as if the payment, discharge avoidance or reduction had not occurred; and
- the Pledgee shall, to the extent permitted by applicable law, be entitled to recover the value or amount of that security or payment from the Pledgor, as if the payment, discharge, avoidance or reduction had not occurred,

it being understood that the Pledgor shall promptly do whatever the Pledgee requires for such purpose, without prejudice to the Pledgor's other obligations under this Agreement and to the extent authorised by law.

13.3 **Waiver of Defences**

Neither the obligations of the Pledgor under this Agreement nor the Pledge will be affected by any act, omission, matter or thing which would reduce, release or prejudice any of the Pledgor's obligations under any Finance Document or the Pledge (without limitation and whether or not known to it or the Pledgee) including:

- any time, waiver or consent granted to, or composition with any or other person;
- the release of any other person under the terms of any composition or arrangement with any creditor;
- the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any other person or any non-presentation or non-observance of any formality or



other requirement in respect of any instrument or any failure to realise the full value of any Security;

- any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- any amendment (however fundamental) or replacement of a Finance Document or any other document or Security;
- any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- any insolvency or similar proceedings.

13.4 ***Immediate Recourse***

The Pledgor waives any right it may have of first requiring the Pledgee (or any trustee or agent on its behalf) to proceed against, enforce any other rights or Security, or claim payment from any person before proceeding, enforcing or claiming from the Pledgor (under this Agreement). This waiver applies irrespective of any law or provision of a Finance Document to the contrary.

13.5 ***Deferral of Pledgor's Rights***

Until all the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated and unless the Pledgee otherwise directs, the Pledgor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- to be indemnified by any person;
- to claim any contribution under the Term Loan Facility Agreement; and/or
- to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Pledgee under the Term Loan Facility Agreement or of any guarantee or other Security taken pursuant to, or in connection with, the Term Loan Facility Agreement by the Pledgee.

13.6 ***Additional Security***

The Pledge is in addition to and is not in any way prejudiced by any other guarantees or Security now or subsequently held by the Pledgee.

14. ***Release of Security***

14.1 ***Release***

Subject to Clause 14.2, if the Pledgee is satisfied that all the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated in accordance with the Term Loan Facility Agreement, the Pledgee shall at the request and cost of the Pledgor release the Pledgor from the Pledge on its Pledged Assets. The Pledgee and Pledgor shall subsequently use their reasonable endeavours to promptly release the Pledgor from the Pledge on its Pledged Assets.

14.2 ***Retention of Security***

If the Pledgee considers that any amount paid or credited to the Pledgee under any Finance Document is capable of being avoided or otherwise set aside in the framework of

insolvency proceedings, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

14.3 Specific Release

14.3.1 The Pledgee may, at its discretion, agree to release certain Pledged Assets from the Pledge if the Pledgor requests a release in writing.

14.3.2 The Pledge shall be discharged by, and only by, the express release thereof granted by the Pledgee or by means of a final court decision, which can no longer be appealed, ordering the release of this pledge.

14.3.3 The Pledgee shall grant an express release of the Pledge, upon demand of the Pledgor, when all Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and there is no possibility of any further Secured Obligations coming into existence. The Pledgee shall inform the Pledgor of such release, and shall provide the Pledgor or any person designated by it with a power of attorney for the purpose of the release of the Pledge, if relevant.

14.3.4 Any release of the Pledge shall be null and void and without effect if any payment received by the Pledgee and applied towards satisfaction of all or part of the Secured Obligations (a) is avoided or declared invalid as against the creditors of the maker of such payment, or (b) becomes repayable by the Pledgee, or (c) proves not to have been effectively received by the Pledgee.

15. Expenses - Indemnification

Without prejudice to clause 17 of the Term Loan Facility Agreement, the Pledgor agrees to pay on first demand, and at the latest within three (3) Business Days of such demand, and on a full indemnity basis, or to reimburse, the Pledgee, its legal counsels or its other designees for all registration and filing fees, all taxes, duties or other direct or indirect expenses (including, but not limited to, reasonable legal and out-of-pocket expenses) and costs to be paid in connection with this Agreement (including, but not limited to, relating to the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Agreement or any consideration as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of or pursuant to this Agreement).

16. Payments

16.1 Demands

Any demand for payment made by the Pledgee shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

16.2 Payments

All payments by the Pledgor under this Agreement (including damages for its breach) shall be made to such account, with such financial institution and in such other manner as the Pledgee may direct.

17. Rights, Waivers and Determinations

17.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those

conferred by or pursuant to this Agreement, the terms of this Agreement shall prevail, to the extent permitted by law.

17.2 Exercise of Rights

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17.3 Determinations

Any determination by or certificate of the Pledgee under this Agreement is, in the absence or manifest error, conclusive evidence of the matters to which it relates.

18. Transferability

18.1 The Pledgor may not assign all or part of its rights and obligations pursuant to this Agreement to any person without the prior written authorisation of the Pledgee or as otherwise permitted under the Term Loan Facility Agreement.

18.2 The benefit of the Pledge and of this Agreement shall be automatically transferred to any transferee or assignee (by way of novation or otherwise) of (part or all) of the Secured Obligations in accordance with the Term Loan Facility Agreement. For the purposes of article 1278 of the Belgian Civil Code (and to the extent applicable, any similar provisions of foreign law), the Pledgee and the Pledgor hereby expressly reserve the preservation of this Agreement and the Pledge in case of assignment, novation, amendment or any other transfer or change of the Secured Obligations or of any change of the parties thereto. Consequently, in the event of assignment, novation or amendment, this Agreement and the Pledge shall be maintained without any further formality, to secure the Secured Obligations as assigned, novated or amended.

The benefit of the Pledge and of this Agreement shall pass automatically to any transferee of all or part of the Secured Obligations, irrespective of whether such transfer shall take place by way of assignment, novation by substitution of creditor or otherwise. However, if the Pledge created hereunder would be released, annulled or terminated or become illegal, invalid or unenforceable following such transfer or assignment, each Pledgor shall grant the transferee or assignee a new pledge on identical terms over the Pledged Assets.

19. Notices

19.1 Communication in writing

Any communication to be made under or in connection with this Agreement shall be made in accordance with the Term Loan Facility Agreement. The address and facsimile number of each Party for the purpose of this Clause 19.1 are:

for the Pledgee:

Columbia Lake Partners Growth Lending I S.à.r.l.
Boulevard Prince Henri 9A
L-1724 Luxembourg
Luxembourg
Tel: +44 20 3709 5762
Email
Attn. of

for the Pledgor:

Showpad NV
Moutstraat 62
9000 Ghent
Belgium
Tel: +32 9 336 20 22
Facsimile: +32 9 296 11 88
Attn. of .

19.2 **Election of Domicile**

For the purposes of the registration of the Pledge with the registries and for no other purposes, the Pledgee and the Pledgor elect domicile within the relevant district at the latest upon the registration of the Pledge.

20. **Partial Invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. The Parties shall negotiate in good faith to agree an amendment to the provision which is legal, valid and enforceable so that the amended provision has an effect which is equivalent to the intended effect of the original provision.

21. **Preservation of Security**

In the event of an assignment, transfer or novation by the Pledgee of all or any part of the Secured Obligations, the Pledgee shall preserve all of its rights with respect to the Pledged Assets as expressly permitted under Article 1278 of the Belgian Civil Code, so that the security created by the Pledgor shall be transferred to the assignee or transferee (subject, as the case may be, to formalities required by law).

22. **Counterparts**

This Agreement 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 Agreement.

23. **Language**

The binding version of this Agreement is drafted in English. Any translation in another language shall be for information purposes only and, in any case, the English version shall prevail.

24. **Governing Law**

This Agreement is governed by Belgian law.

25. **Choice of Forum**

Any litigation relating to the conclusion, validity, interpretation or performance of this Agreement (including the enforcement of the Pledge), or of subsequent contracts or operations derived here from, as well as any other litigation concerning or related to this Agreement, shall be submitted to the jurisdiction of the Dutch speaking courts of Brussels, Belgium.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written in two (2) originals.



Schedule 1

List of debtors and counterparties of Showpad NV



Schedule 2

Bank Accounts

Schedule 3

Notice to Bank

P

Schedule 4

Notification to Debtors





Schedule 5

Certificate of Receivables Pledge

Schedule 6

List of all Intellectual Property

Trademark	Class	Registration Number	Registration Date	Class Reference
580790465	35	3834980881713		

Trademark: 580790465
 Class: 35
 Registration Number: 3834980881713
 Registration Date: 08-Dec-2011
 Class Reference: Class Reference

Trademark: 580790465
 Class: 35
 Registration Number: 3834980881713
 Registration Date: 08-Dec-2011
 Class Reference: Class Reference

Trademark: 580790465
 Class: 35
 Registration Number: 3834980881713
 Registration Date: 08-Dec-2011
 Class Reference: Class Reference

Trademark: 580790465
 Class: 35
 Registration Number: 3834980881713
 Registration Date: 08-Dec-2011
 Class Reference: Class Reference

Trademark: 580790465
 Class: 35
 Registration Number: 3834980881713
 Registration Date: 08-Dec-2011
 Class Reference: Class Reference

2

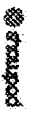
Trademark	Serial	Class	Application Number	Registration Number	Registration Date	File No(s) - All Existing Marks
580392840	Registered	180400-90004413	4245113	4245113	16-Feb-2012	28 Mar 2012 - Section 813 5/15/2012 28 Mar 2012 - Section 813 5/15/2012 28 Mar 2012 - First Renewal 28 Mar 2012 - Renewal Class Period Ends Class Reference:
Country: United States of America Case Type: ORD Agent: R.L.A. Pyle LLP (US) Owner: STRATEGIC 27924 Class and Code: Class: 18 Int.						
Computer application software for personal computers, mobile phones, portable music players, and handheld equipment, namely, software for issuing and promoting club cards and memberships, scheduling and booking, and for creating and accessing databases for such cards and second memberships, images, club dues, procedures and cards locally and/or via cloud.						

580392840	Registered	180400-90004413	4245113	4245113	16-Feb-2012	11 Jul 2012 - All of Class - 6 Years 11 Jul 2012 - 5th Renewal Class Reference:
Country: United States of America Case Type: ORD Agent: R.L.A. Pyle LLP (US) Owner: STRATEGIC 27924 Class and Code: Class: 18 Int.						
Advertising, business management, business administration, providing office services Class: 42 Int.						
Providing a secure online web site offering on-line non-downloadable software tools for use in organizing, planning, coordinating, disseminating, and generating digital content for business, clubs, networking, and professional, providing a web site for online content and user support services, namely, facilitating and administering of software applications and the design, installation, updating and maintenance of computer software, design and development of computer software.						

Trademark	Status	Client Address/State/City	Application Number	Registration Number	filing Date:	Due Date(s) - All Expiry Dates
sherwood 8193a	Registered	372409-A-1002-CA	1481973	786887893	25-Feb-2013	09-Oct-2029 - First Renewal
Director: Canada						Client Reference:
Case Type: 0812						
Agent: Stuart & Rogers/Perseus/Chicago - Vancouver						
Owner: Sherwood 8193A						
Class and Goods: Class: 348 for:						

Downloadable software applications for organizing, gathering, connecting, assembling, and presenting digital information and content for use in business, sales, marketing, and presentation; software for accounting, marketing, forecasting and managing financial applications; software for use in business, sales, marketing, and presentation; providing a web site for online technical and user support services to the users of consultants and administrators of software applications; and marketing instructional videos and non-downloadable dissemination regarding software applications; providing an online blog in the field of computer technology and mobile software applications; business management; business administration; writing, design and development of computer software.

Sample Link:



Trademark: **Trademark: Showing by Class/Owner/Trademark/Owner/Class/Owner** Page 4

Trademark: **Trademark: Showing by Class/Owner/Trademark/Owner/Class/Owner**

Class: **Class: Showing by Class/Owner/Trademark/Owner/Class/Owner**

Class: **Class: Showing by Class/Owner/Trademark/Owner/Class/Owner**

Class: **Class: Showing by Class/Owner/Trademark/Owner/Class/Owner**



2

Trademark Class Reference:

Developed & Designed Class Reference:

Owner: Amazon.com, Inc.
 Registration Number: 851668579 Filing Date: 27-Jul-2011

Class: 009 Class Reference:


Country: United States of America
 Case Type: WC Class Reference:

Agatec DELA RIVER LLP (US)
 Owner: SEOWEAD NY Class Reference:

Class and Goods: Class: 09 Int.
 Downloadable software applications; (1) for organizing, searching, distributing, and processing digital information and content for use in business, legal, scientific, and professional; software for accessing, connecting, developing and managing distributed applications software

Class: 42 Int.
 Providing a server online web site for use of on-line non-downloadable software tools for organizing, searching, connecting, distributing, processing digital content for use in business, legal, scientific, and professional; providing a web site for online technical and user support services, online, tutorials and maintenance of software applications; security, design, installation, upgrading and assessment of computer software; instructional videos regarding software applications functionality; writing, design and development of computer software.

Images/Links:

 **amazon**

SEOWEAD SERVICE Class Reference:

Owner: Amazon.com, Inc.
 Registration Number: 851668579 Filing Date: 27-Jul-2011

Class: 009 Class Reference:


Country: United States of America
 Case Type: WC Class Reference:

Agatec DELA RIVER LLP (US)
 Owner: SEOWEAD NY Class Reference:

Class and Goods: Class: 09 Int.
 Downloadable software applications; (1) for organizing, searching, distributing, and processing digital information and content for use in business, legal, scientific, and professional; software for accessing, connecting, developing and managing distributed applications software

Class: 42 Int.
 Providing a server online web site for use of on-line non-downloadable software tools for organizing, searching, connecting, distributing, processing digital content for use in business, legal, scientific, and professional; providing a web site for online technical and user support services, online, tutorials and maintenance of software applications; security, design, installation, upgrading and assessment of computer software; instructional videos regarding software applications functionality; writing, design and development of computer software.

Images/Links:

 **amazon**

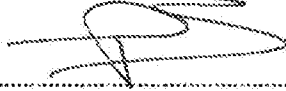
9

Report Selection		Page 6
Sort Order: by Client/Case/Trademark/Case/Case Name		Record Count: 8
Trademark Renewal: Yes Client Address: Trademark: Agent: Attorney: Owner: Country: Area: Trademark Name:	Print Agent: No Print Application Number: Yes Print Attorney: No Print Attorney/Case: No Print Case Type: Yes Print Client Address: Yes Print Client Name: Yes Print Client Nat: Yes Print Country: No Print Country Name: Yes Print Date: Print	Print Incomplete: Yes Print Legacy Log Number: Yes Print Owner: No Print Owner Name: No Print Product Name: No Print Registration Number: Yes Print Renewal: No Print Serial: Yes Print Status: Yes Print Trademark: Yes Print Trademark Date: Yes Print Registration Date: Yes Actions Due: Due (Date) - All Expiring Tables
Trademark: Client Address: Trademark: Agent: Attorney: Owner: Country: Area: Trademark Name:	Print Agent: No Print Application Number: Yes Print Attorney: No Print Attorney/Case: No Print Case Type: Yes Print Client Address: Yes Print Client Name: Yes Print Client Nat: Yes Print Country: No Print Country Name: Yes Print Date: Print	Print Incomplete: Yes Print Legacy Log Number: Yes Print Owner: No Print Owner Name: No Print Product Name: No Print Registration Number: Yes Print Renewal: No Print Serial: Yes Print Status: Yes Print Trademark: Yes Print Trademark Date: Yes Print Registration Date: Yes Actions Due: Due (Date) - All Expiring Tables

Documentary duty of EUR 0.15 per original paid by bank transfer from Bird & Bird LLP. *Recht op geschriften van EUR 0,15 per origineel betaald per overschrijving door Bird & Bird LLP.*

The Pledgor

Signed for and on behalf of Showpad NV



..... (signature)

35m5 buba (name and
title) *represented by its permanent representative*
Mr. Pichayon Bortan, general manager Showpad NV

The Pledgee

Signed for and on behalf of
Columbia Lake Partners Growth Lending
I (Luxco) S.à.r.l.

..... (signature)

..... (name and title)

Documentary duty of EUR 0.15 per original paid by bank transfer from Bird & Bird LLP. *Recht op geschriften van EUR 0,15 per origineel betaald per overschrijving door Bird & Bird LLP.*

The Pledgor

Signed for and on behalf of Showpad NV

..... (signature)

..... (name and title)
title)

The Pledgee

Signed for and on behalf of
Columbia Lake Partners Growth Lending
I (Luxco) S.à.r.l.


..... (signature)

..... (name and title)
Sanjeev Jewootan
Manager
*Craig Rutherford
Vice-Sing Partner*

