

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL BARRIERS PLC		10/17/2016	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	INVESTEC BANK PLC		
Street Address:	2 Gresham Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 7QP		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4297205	DIGITAL BARRIERS	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	Matthew P. Frederick, REED SMITH LLP		
Address Line 1:	1717 Arch Street		
Address Line 2:	Three Logan Square, Suite 3100		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Matthew P. Frederick		
SIGNATURE:	/Matthew P. Frederick/		
DATE SIGNED:	10/18/2016		
Total Attachments: 8			
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DATED *17 October* 2016

DIGITAL BARRIERS PLC

as Assignor

and

INVESTEC BANK PLC

as Assignee

ASSIGNMENT BY WAY OF SECURITY

Reed Smith LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2RS
Phone: +44 (0) 20 3116 3000
Fax: +44 (0) 20 3116 3999
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ReedSmith

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THIS DEED is dated 17 October 2016

BETWEEN:

- (1) **DIGITAL BARRIERS PLC** registered in England and Wales with company number 07149547 and registered office at Cargo Works, 1-2 Hatfields, London, England, SE1 9PG (the **Assignor**); and
- (2) **INVESTEC BANK PLC** registered in England and Wales with company number 00489604 and registered office at 2 Gresham Street, London, EC2V 7QP (the **Assignee**).

IT IS AGREED:

1. DEFINITIONS

In this Deed:

Debenture: the guarantee and debenture between, among others, the Assignor and the Assignee dated on or around the date of this Deed.

Expenses: any of the following:

- (a) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Assignee or any administrator or receiver, as the case may be, (in each case on a full indemnity basis):
 - (i) in relation to the Assignor's assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, this Deed;
 - (ii) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents;
 - (iii) in procuring the payment, performance or discharge of the Secured Obligations; or
 - (iv) in stamping, perfecting or registering any of the Financing Documents (or any encumbrance or assignment created or purported to be created pursuant thereto); and
- (b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Assignee or any administrator or receiver (as the case may be) paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents.

Financing Documents: has the meaning given to such term in the Debenture.

Intellectual Property: all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography

rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

Obligors: has the meaning given to such term in the Debenture.

Secured Obligations: all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of the Obligors to the Assignee on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents) together with all Expenses.

2. ASSIGNMENT BY WAY OF SECURITY

The Assignor as continuing security for the payment discharge and performance of all the Secured Obligations with full title guarantee assigns and agrees to assign by way of security to the Assignee all the Assignor's rights, title, interest and benefit in and to the Intellectual Property including that listed in the Schedule to this Deed, including any revenues or other income arising thereunder and any claims for damages arising in respect thereto (whether by reason of infringement or otherwise howsoever).

3. DEBENTURE PROVISIONS

Clause 1.2 (Construction), Clause 2 (Covenant to Pay), Clause 3.5 (Further advances), Clause 4.1(g) and (o), Clause 4.6 (Intellectual Property), Clause 4.7(a),(b),(c),(d) and (g) (Representations and Warranties), Clause 6 (Further Assurance and Power of Attorney), Clause 7 (Consequences of a Termination Event), Clause 8 (Power of Possession and Sale), Clause 9 (Appointment of Receiver or Administrator and their Powers), Clause 10 (Variations to Statutory Provisions), Clause 11 (Application of monies), Clause 12 (Protection of Third Parties), Clause 13 (Continuing and Additional Security), Clause 14 (Expenses and Indemnities), Clause 15 (Payment, Discharge and Set-Off), Clause 16 (Service of Notices and Process), Clause 17 (Transfers and Disclosures) and Clause 18 (Miscellaneous) of the Debenture together with all associated definitions shall apply to this Deed as if such clauses were set out in full in this Deed and as if references in such clauses to "this Deed" were references to this Deed, references to "the Bank" were references to the Assignee and references to "the Chargors", "a Chargor" or "each Chargor" were references to the Assignor and with such other consequential changes as may be required.

4. COUNTERPARTS

This Deed 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 Deed.

5. LAW AND JURISDICTION

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

5.2 **Submission:** The Assignor irrevocably agrees for the benefit of the Assignee that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and, for such purposes, irrevocably submits to the jurisdiction of such courts.

5.3 **Forum:** The Assignor irrevocably waives any objection which it might now or hereafter have to the courts referred to in Clause 5.2 being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out

of or in connection with this Deed and agrees not to claim that any such court is not a convenient or appropriate forum.

- 5.4 **Other competent jurisdictions:** The submission to the jurisdiction of the courts referred to in Clause 5.2 shall not (and shall not be construed so as to) limit the right of the Assignee to take proceedings against the Assignor 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 jurisdiction, whether concurrently or not.
- 5.5 **Consent to enforcement:** The Assignor hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Deed to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceeding.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Trade Marks

Case Ref.	Title (informal)	Application No.	Date Filed	Registration No.	Registered Date	Case Status	Country	Local Class
60746EM1	TVI	13240023	09-Sep-2014			Pending	European Union	09,37,38,42,45
55346GB1	DIGITAL BARRIERS	2585213	20-Jun-2011	2585213	30-Mar-2012	Registered/Granted	United Kingdom	09,37,38,42,45
55346SG1	DIGITAL BARRIERS	T1119064A	19-Dec-2011	T1119064A	20-Apr-2016	Registered/Granted	Singapore	09,42,45
55346US1	DIGITAL BARRIERS	85/499520	20-Dec-2011	4297205	05-Mar-2013	Registered/Granted	United States of America	09,42,45
60747EM1	RDC	13240015	09-Sep-2014	13240015	26-Mar-2015	Registered/Granted	European Union	09,37,38,42,45

SIGNATORIES

The Assignor

SIGNED and delivered as a deed by)
DIGITAL BARRIERS PLC acting by a)
director in the presence of:)
)
)
)



.....
Director

Witness's signature:



Witness's name:

ANGELA STUART-ESSEX

Witness's address:

CARGO WORKS, 1-2 HATFIELD
LONDON SE1 9PG

The Assignee

SIGNED and delivered as a deed by

Attorney, and

Attorney

As attorneys for **INVESTEC BANK PLC**
under a power of attorney dated 4 June
2013, in the presence of:

Witness:

Witness's name:

Witness's address:

SIGNATORIES

The Assignor

SIGNED and delivered as a deed by)
DIGITAL BARRIERS PLC acting by a)
director in the presence of:)

)
) Director

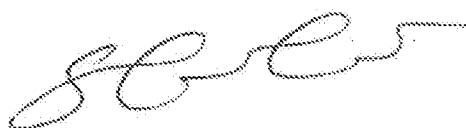
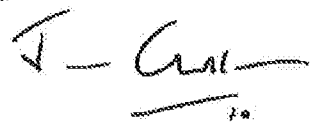
Witness's signature:

Witness's name:

Witness's address:

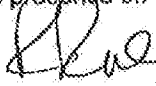
The Assignee

SIGNED and delivered as a deed by
Steven Cowland Attorney, and
James Cullen Attorney

 Steven Cowland
Authorized Signatory


As attorneys for INVESTEC BANK PLC
under a power of attorney dated 4 June
2013, in the presence of:

James Cullen
Authorized Signatory

Witness: 
Witness's name: Philippa Meadows
Bank Officer
2 Gresham Street
London EC2V 7QP
Witness's address: