

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATEGO GROUP LIMITED	FORMERLY AXOLAN GROUP LIMITED	10/15/2012	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	ESO INVESTCO I S.A.R.L.
Street Address:	57 Avenue J F Kennedy
City:	Kirchberg
State/Country:	LUXEMBOURG
Postal Code:	L1855
Entity Type:	private limited company: LUXEMBOURG

Name:	KINGS ARMS YARD VCT PLC
Street Address:	1 Kings Arms Yard
Internal Address:	EC2R 7HF
City:	London
State/Country:	UNITED KINGDOM
Entity Type:	public limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1535071	SOFTWARE THROUGH PICTURES
Registration Number:	1563135	ADAWORLD
Registration Number:	3818894	PERC
Registration Number:	3822385	PERC PICO
Registration Number:	3900992	PERC ULTRA
Registration Number:	3807566	TELEUSE
Registration Number:	3855555	AONIX
Registration Number:	3809559	OBJECTADA

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2127986915

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 326 0831

Email: jalbrink@pryorcashman.com

Correspondent Name: Teresa Lee

Address Line 1: 7 Times Square c/o Pryor Cashman LLP

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

17405.00002

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Muzamil Huq

Signature:

/mhuq/

Date:

02/11/2013

Total Attachments: 7

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Roxburgh Milkins

Security Recordal Agreement

- (1) Atego Group Limited
- (2) ESO Investco I S.A.R.L.
- (3) Kings Arms Yard VCT PLC

Dated 15 October 2012

TRADEMARK

REEL: 004959 FRAME: 0817

THIS DEED is dated **15 October** 2012

PARTIES

- (1) **ATEGO GROUP LIMITED** (formerly Axolan Group Limited) a company incorporated under the laws of England and Wales with registered number 07082000 having its registered office at 701 Eagle Tower, Montpellier Drive, Cheltenham, Gloucestershire, GL50 1TA (**Mortgagor**); and
- (2) **ESO INVESTCO I.S.A.R.L.** a company incorporated under the laws of Luxembourg having its registered office at 57 Avenue J F Kennedy Kirchberg, L1855 Luxembourg (**First Lender**); and
- (3) **KINGS ARMS YARD VCT PLC** a company incorporated under the laws of England and Wales with registered number 3139019 having its registered office at 1 Kings Arms Yard, London EC2R 7HF (**Second Lender**).

BACKGROUND

By a guarantee and debenture agreement dated 6 July 2012 made between the Mortgagor and the First Lender and a guarantee and debenture agreement dated 6 July 2012 made between the Mortgagor and the Second Lender (the **Main Agreements**), the Mortgagor agreed, inter alia, to grant to the First Lender and Second Lender registerable security interests (**Security Interest**) over all intellectual property rights which belongs to the Mortgagor now or at any time during the Security Period (as defined in the Main Agreements), including the intellectual property set out in Schedule 1 (**Secured IP**).

AGREED TERMS

1. SECURITY

In pursuance of and for the consideration set out in the Main Agreements, the Mortgagor hereby confirms that it granted to the First Lender and Second Lender the Security Interests (as further defined in the Main Agreements) over the Secured IP, subject to the provisions of the Main Agreements.

2. GOVERNING LAW

- 2.1 This deed and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 2.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date stated at the beginning of it.

SCHEDULE I
Secured IP

<u>Trademarks</u>				
Mark	Date of registration	Application or registration number	Renewal date	Class
<u>French trademarks</u>				
AONIX	10/01/1997	97,658,656	31/07/2017	9, 41, 42
<u>EU trademarks</u>				
ADAWORLD	05/07/2007	6,072,292	31/07/2017	9, 41, 42
OBJECTADA	05/07/2007	6,072,334	31/07/2017	9, 41, 42
PERC ULTRA	05/07/2007	6,072,755	31/07/2017	9, 41, 42
PERC	05/07/2007	6,072,409	31/07/2017	9, 41, 42
PERC PICO	05/07/2007	6,072,474	31/07/2017	9, 41, 42
PERC RAVEN	05/07/2007	6,072,631	31/07/2017	9, 41, 42
RAVEN	05/07/2007	6,073,027	31/07/2017	9, 41, 42
RISCADA (figurative)	05/07/2007	6,073,076	31/07/2017	9, 41, 42
SOFTWARE THROUGH PICTURES (figurative)	05/07/2007	8,602,468	31/07/2017	9, 41, 42
TELEUSE	05/07/2007	6,073,381	31/07/2017	9, 41, 42
<u>US trademarks</u>				
AONIX	12/10/2009	77,784,385	N/A	9, 41, 42
ADAWORLD	31/10/1989	73,769,814	30/10/2019	9
OBJECTADA	19/07/2009	77,784,387	N/A	9
PERC ULTRA	05/03/2008	77,413,572	N/A	9
PERC	05/03/2008	77,413,523	N/A	9
PERC PICO	05/03/2008	77,413,541	N/A	9
SOFTWARE THROUGH PICTURES (figurative)	18/04/1989	73,724,180	17/04/2019	9
TELEUSE	05/03/2008	77,413,715	N/A	9
<u>Canadian trademarks</u>				
ADAWORLD	22/02/2008	1,384,462	N/A	
OBJECTADA	22/02/2008	1,384,425	N/A	
PERC ULTRA	21/02/2008	1,384,419	N/A	
PERC	22/02/2008	1,384,424	N/A	
PERC PICO	21/02/2008	1,384,423	N/A	
PERC RAVEN	21/02/2008	1,384,420	N/A	
RAVEN	21/02/2008	1,384,418	N/A	

RISCADA (figurative)	21/02/2008	1,384,417	N/A	
TELEUSE	21/02/2008	1,384,415	N/A	

Copyright in the following software packages:

PERC

PERC Ultra SMP 5.2
 PERC Ultra 5.3
 PERC Ultra SMP 5.4
 PERC Ultra 6.0
 PERC Pico 1.1
 PERC Pico 1.0

TELEUSE

TeleUse 3.1
 TeleUse 3.2.3
 TeleUse 3.2.4
 TeleUse 4.0

ADAWORLD

ADAWORLD 5.1.7
 ADAWORLD 5.5.1
 ADAWORLD 5.5.1B
 ADAWORLD 5.5.2
 ADAWORLD 5.5.3
 ADAWORLD 5.5.5
 ADAWORLD 5.5.5-U2
 ADAWORLD 5.6.1
 ADAWORLD 5.6.2
 ADAWORLD 5.7.2
 ADAWORLD 5.7.3
 ADAWORLD 6.2.1

OBJECTADA

OBJECTADA 7.2
 OBJECTADA 7.2.1
 OBJECTADA 7.2.2
 OBJECTADA 7.3
 OBJECTADA 8.0
 OBJECTADA 8.2
 OBJECTADA 8.3
 OBJECTADA 8.3.1
 OBJECTADA 8.4
 OBJECTADA 8.5
 OBJECTADA 9.0

StP

StP 2.6.0.1

StP 7.2

StP 8.3

StP 8.3.1

Domain names

ARTISANSOFTWARETOOLS.COM

ARTISANSOFTWARETOOLS.NET

ARTISANSTUDIO.COM

ASTADVANCE.COM

ATEGO.COM

ATEGO.ORG

ATEGOSOFTWARE.COM

ATEGOSYSTEMS.COM

UPDM.COM

UPDMGROUP.COM

UPDMGROUP.ORG

AONIX.CO.UK

AONIX.FR

AONIX.EU

ARTISANSW.COM

ARTISANSW.CO.UK

BRASS-BULLET.CO.UK

DO178BCERTIFICATION.COM

DO178BSTANDARD.COM

DO178CERTIFICATION.COM

DO178CSTANDARD.COM

EN50128STANDARD.COM

ISO26262STANDARD.COM

SATURN-FP7.EU

SATURNSYSML.EU

AONIX.COM

EXTESSY.COM

EXTESSY.DE

BLUE-RIVER-SOFTWARE.COM

BLUE-RIVER-SOFTWARE.DE

AONIX.INFO

AONIX.ORG

AONIX.US

AONIXNEWS.COM

JAVALOCITY.COM

JAVELOCITY.COM

PERCPICO.COM

PERCRAVEN.COM
PERCULTRA.COM

The Mortgagor

Signed as a deed by
ATEGO GROUP LIMITED
acting by a director in the presence of:

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)
) 

Signature of Witness *K. Ball*
Full name *KAREN BALL*
Address *101 CAGLE TOWER*
MONTELLIER DRIVE, CHATELAIN ELSD 179
Occupation *ACCOUNTANT*

The First Lender
Signed for and on behalf of
ESO INVESTCO I.S.A.R.L.

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The Second Lender
Signed for and on behalf of
KINGS ARMS YARD VCT PLC

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