

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MF

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record

THURSDAY



A15 08/08/2013 #146
COMPANIES HOUSE

1 Company details

Company number 03086310

Company name in full PATSYSTEMS (UK) LIMITED

For official use

12

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03/07/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (as

Second Lien Administrative Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP*

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Tom Whittaker

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 (0)20 3088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3086310

Charge code: 0308 6310 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2013 and created by PATSYSTEMS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2013

Given at Companies House, Cardiff on 9th August 2013



10

EXECUTION VERSION

SECOND LIEN PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, Patsystems (UK) Limited, a limited company incorporated under the laws of England and Wales (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below),

WHEREAS, ION TRADING TECHNOLOGIES S À R L, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with a share capital of EUR 12500, having its registered office at 63-65, rue de Merl, L-2146 Luxembourg with registered number B177176, as Borrower (the "**Borrower**"), ION TRADING TECHNOLOGIES LIMITED, a private limited company incorporated under the laws of Ireland with registered number 526505, each lender from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent (the "**Second Lien Administrative Agent**"), are parties to a Second Lien Credit Agreement dated as of May 22, 2013 (as amended from time to time, the "**Second Lien Credit Agreement**"),

WHEREAS, pursuant to (i) a Second Lien U S Collateral Agreement dated as of May 22, 2013 (as amended and/or supplemented from time to time, the "**Second Lien U.S. Collateral Agreement**") among the Borrower, the Guarantors party thereto and the Second Lien Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Collateral Documents (including this Second Lien Patent Security Agreement), the Grantor has secured certain of its obligations ("**Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below), and

WHEREAS, terms defined in the Second Lien U S Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien U S Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO 18596 OF THE
COMPANIES ACT 2006 I CERTIFY
THAT THIS IS A CORRECT
COPY OF THE ORIGINAL
DOCUMENT

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

CERTIFIED A TRUE COPY

Allen & Overy LLP
06/08/2013

(i) each Patent (as defined in the Second Lien U S Collateral Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto,

(ii) each Patent License (as defined in the Second Lien U S Collateral Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto, and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto)

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Second Lien Patent Security Agreement and to accomplish the purposes hereof

Except to the extent expressly permitted in the Second Lien U S Collateral Agreement or the Second Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien U S Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Second Lien U S Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

IN WITNESS WHEREOF, each Additional Grantor has caused this
Second Lien Patent Security Agreement to be duly executed by its officer
thereunto duly authorized as of the 31st day of July, 2013

PATSYSTEMS (UK) LIMITED

By

Name

Title

[Signature Page to Second Lien Patent Security Agreement]

Acknowledged

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second Lien Administrative
Agent

By

Name  UL DHADDA
Title AUTHORIZED SIGNATORY

By

Name MICH 
Title. AUTHOR  Y

[Signature Page to Second Lien Patent Security Agreement]

Schedule 1

PATSYSTEMS (UK) LIMITED

PATENTS AND DESIGN PATENTS

Patent No.	Application No.	Filing Date	Country	Title
None	11259373	10/26/2005	US	Electronic Trading System
None	11307933	02/28/2006	US	Electronic Trading System
None	11462133	08/03/2006	US	Electronic Trading System
None	11467227	08/25/2006	US	Electronic Trading System

PATENT APPLICATIONS

None

PATENT LICENSES

None