



Registration of a Charge

Company Name: **GOHENRY LIMITED**

Company Number: **06146113**



XABLB1FY

Received for filing in Electronic Format on the: **24/08/2021**

Details of Charge

Date of creation: **16/08/2021**

Charge code: **0614 6113 0002**

Persons entitled: **PACIFIC WESTERN BANK**

Brief description: **N/A**

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GRANT DOCHERTY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6146113

Charge code: 0614 6113 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2021 and created by GOHENRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2021 .

Given at Companies House, Cardiff on 25th August 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of August 16, 2021 by and between PACIFIC WESTERN BANK, a California state-chartered bank ("*Bank*"), and GOHENRY LIMITED, a company incorporated and registered in England and Wales with company number 06146113 and having its registered office at 9 Angel Court, High Street, Lyngington, Hampshire, SO41 9AP ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to goHenry Inc., a Delaware corporation and a wholly owned subsidiary of Grantor ("*goHenry*"), in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and goHenry dated on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used but not defined herein are used as defined in the Loan Agreement).

B. Grantor has agreed to (a) guarantee goHenry's obligations under the Loan Agreement pursuant to that certain Guarantee And Indemnity by and between Grantor and Bank dated on or about the date of this Agreement (the "*Guarantee*") and (b) secure its obligations under the Guarantee with a charge over certain assets of Grantor, including without limitation intellectual property, pursuant to that certain Debenture by and between Grantor and Bank dated on or about the date of this Agreement (the "*Debenture*").

C. Bank is willing to extend and to continue to extend financial accommodations to goHenry and to accept the Guarantee from Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Guarantee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guarantee, the Debenture, and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under Guarantee, the Debenture, and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title, and interest in, to, and under those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto and which are registered in the United States of America only, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "*Intellectual Property Collateral*").

We hereby certify this as being a true copy of the original document

Signed: 
Rooney Nimmo Limited
8 Walker Street, Edinburgh EH3 7LA

This security interest is granted in conjunction with the security interest granted to Bank under the Debenture. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and the Debenture and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power, and remedy of Bank provided for herein or in the Guarantee or the Debenture, or now or hereafter existing at law or in equity, are cumulative and concurrent and are in addition to every right, power, or remedy provided for herein. The exercise by Bank of any one or more of the rights, powers, or remedies provided for in this Agreement, the Guarantee, or the Debenture, or now or hereafter existing at law or in equity, will not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers, or remedies. The provisions of the Debenture shall supersede and control over any conflicting or inconsistent provision herein.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor shall (i) protect, defend and maintain the validity and enforceability of its Copyrights, Patents, and Trademarks, (ii) use commercially reasonable efforts to detect infringements of its Copyrights, Patents, and Trademarks and promptly advise Bank in writing of material infringements detected, and (iii) not allow any of its material Copyrights, Patents, or Trademarks to be abandoned, forfeited, or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required by this paragraph to take but which Grantor fails to take, after 15 Business Days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this paragraph.

Grantor shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Intellectual Property Collateral.

This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Grantor without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Grantor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of North Carolina, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of North Carolina. BANK AND GRANTOR EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF

THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY BANK OR GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. If the jury waiver set forth above is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by final and binding arbitration held in Durham County, North Carolina in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply North Carolina law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The expenses of the arbitration, including the arbitrator's fees and expert witness fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

Grantor hereby irrevocably appoints Bank (and any of Bank's designated officers or employees) as Grantor's true and lawful attorney to modify this Agreement, without first obtaining Grantor's approval of or signature to such modification, solely to amend the exhibits hereof to include reference to any right, title, or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title, or interest in any Copyrights, Patents, or Trademarks in which Grantor no longer has or claims to have any right, title, or interest. The appointment of Bank as Grantor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable for so long as the Debenture remains in effect in accordance with its terms.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Executed as a deed, but not delivered until the first date specified on page 1, by GOHENRY

acting

LIMITED

9 Angel Court, High Street,
Lymington, Hampshire, England SO41 9AP **BY: BRIAN DAVID ROCHIE**

Director
[Redacted Signature]

Witness signature

Witness name: SPENCER A. DILLON

Witness address: [Redacted]

BANK:

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

9 Angel Court, High Street,
Lymington, Hampshire, England SO41 9AP

Executed as a deed, but not delivered until the first)
date specified on page 1, by GOHENRY)
LIMITED acting by:)

Director _____

Witness signature _____

Witness name: _____


Witness address: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

PACIFIC WESTERN BANK

By:  _____

Name: Samantha Mertz

Title: VP


EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Registration Number	Registration Date
GOGIVE	90606910	3/26/2021
GOSPEND	90606909	3/26/2021
GOEARN	90606907	3/26/2021
GOSAVE	90606904	3/26/2021
GIFTLINKS	9060913	3/26/2021
gohenry	6082062	6/16/2020
goHenry Ltd	5284230	9/12/2017
goHenry	5259620	8/08/2017
	5259621	8/08/2017
	90254825	10/14/2020