

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	LEXINGTON SERVICES LIMITED	12/23/2015
RECEIVING PARTY DATA		
Name:	ANTHOLOGY SA	
Street Address:	DIXCART HOUSE	
City:	FORT CHARLES	
State/Country:	SAINT KITTS AND NEVIS	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8019807
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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NAME OF SUBMITTER:	CEDRIC A. D'HUE	
SIGNATURE:	/Cedric A. D'Hue/	
DATE SIGNED:	09/25/2017	
Total Attachments: 38		
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DATED 22ND DECEMBER 2015

PATENT SECURITY AGREEMENT

between

LEXINGTON SERVICES LTD [DEBTOR]

and

ANTHOLOGY SA [CREDITOR]

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THIS AGREEMENT is dated 22nd December 2015.

PARTIES

- (1) Lexington Services Ltd incorporated and registered in Malta with company number C50993 whose registered office is at Susan Court, B1, Triq II – Prinjolata Ta' Xbiex XBX 1130, Malta (**Debtor**).
- (2) Anthology SA incorporated and registered in Nevis with company number C40164 whose registered office is at Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis (**Creditor**).

BACKGROUND

- (A) The Debtor is indebted to the Creditor in respect of the Secured Liabilities arising from the terms of the Settlement Agreement both as defined below.
- (B) The Debtor has contemporaneous with the execution of this agreement acquired ownership inter alia of the Patent (as hereinafter defined).
- (C) The Debtor has agreed to grant the Creditor a first fixed charge on the Patent and an effective method of realisation over the Patent in the event of the Debtor's default in respect of the Secured Liabilities on the terms set out in this agreement.

IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement:

Annual Revenue Report: a written report to be prepared by the Debtor, annually, showing the cumulative gross revenue and net profit derived from the Combined Patents (as herein defined) for each of the years 2016, 2017, 2018 and 2019.

Business Day: a day other than a Saturday, Sunday or public holiday in the Republic of Ireland and Malta when banks in Dublin and Valetta are open for business.

Combined Patents: the Patent (as hereinafter defined), Irish Patent S82622 and European Patent Application 02394064.6 collectively

Delegate: is any person appointed by the Creditor under the terms of this agreement with equivalent powers of a receiver under the terms of this agreement including a power to sell the Secured Asset if an Event of Default occurs and any person so appointed by a Delegate or a Receiver. For the avoidance of doubt any Delegate appointed under this agreement will assume and be subject to all of the rights, powers and obligations referred to in clause 11.00.

Event of Default: means one of the events listed in the First Schedule hereto.

Final Payment Date: 1st March 2020

Independent Auditor: a licensed and practicing auditor holding a Maltese auditor's warrant and working with Deloitte Malta (or in the event that Deloitte Malta are unable or unwilling

to act such other licensed auditor holding an auditor's warrant in Malta who is agreed between the Debtor and the Creditor to carry out the function set out in clause 2.2(a)(iii) and in default of such agreement between the Debtor and the Creditor, appointed by the President for the time being of the Institute of Chartered Accountants in Malta or in default by the Institute of Chartered Accountants in Ireland upon the application of either the Debtor or the Creditor).

Patent: USA Patent No 8019807 (Application Number 10/121,788), together with all reissues, continuations, divisions, modifications, substitutions or extensions of the foregoing USA Patent.

Receiver: a receiver, administrative receiver or equitable receiver (or other equivalent person) with authority to exercise a power of sale of the Secured Asset nominated or appointed by the Creditor pursuant to clause 10.

Secured Asset: the Patent as defined herein. *Value Redacted*

Secured Liabilities: the payment of the sum of \$ *Value Redacted* million US Dollars) payable by the Debtor to the Creditor and all obligations in connection with that payment in accordance with clauses 3, 4 and 5 of the Settlement Agreement.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this agreement and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full in accordance with this agreement.

Settlement Agreement: the settlement agreement dated 10 November 2015 that was handed into the Irish High Court on 10 November 2015 in the proceedings bearing Record Numbers 2014/2474P and 2014/36 COM.

Solvency Auditor: a licensed and practicing auditor holding a Maltese auditor's warrant and working with Deloitte Malta (or in the event that Deloitte Malta are unable or unwilling to act such other licensed auditor holding an auditor's warrant in Malta who is agreed between the Debtor and the Creditor to carry out the function set out in clause 2.3 and in default of such agreement between the Debtor and the Creditor, appointed by the President for the time being of the Institute of Chartered Accountants in Malta or in default by the Institute of Chartered Accountants in Ireland upon the application of either the Debtor or the Creditor).

US Auditor: a licensed and practicing auditor holding a licence to audit enterprises working with Deloitte in the U.S. State where a U.S. subsidiary or related company of the Debtor to which the Patent has been licensed is registered (or in the event that Deloitte in that State are unable or unwilling to act such other licensed auditor holding an auditor's licence in that State who is agreed between the Debtor and the Creditor to carry out that function and in default of such agreement between the Debtor and the Creditor, appointed by the President for the time being of the American Institute of Certified Public Accountants or such other body as represents Certified Public Accountants (CPA's) in the relevant State and in default of such appointment by the Institute of Chartered Accountants in Ireland upon the application of either the Debtor or the Creditor).

USPTO Registration: the registration of this agreement as a grant of a first fixed charge Security by the Debtor to the Creditor in the Patent in the US Patent and Trade Mark Office upon the execution of this Patent Security Agreement recording the interests of the Creditor in the Patent as set out in this document in accordance with the Confirmatory Security Agreement attached at Schedule 2.

Maltese Registration: the enrolment of this Patent Security Agreement in the Acts of a Notary in the Republic of Malta (transunt) and registration on a publicly accessible registry as an act of the Debtor in the Republic of Malta, in accordance with the Confirmatory Security Agreement attached at Schedule 3.

1.2 Interpretation

In this agreement:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this agreement;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) references to a party shall include that party's successors, permitted assigns and permitted transferees and this agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this agreement** (or any provision of it) or to any other agreement or document referred to in this agreement is a reference to this agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this agreement and a reference to a paragraph is to a paragraph of the relevant Schedule;

- (l) where any statement is qualified by the expression **so far as the Debtor is aware or to Debtor's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry;
- (m) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (n) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (o) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (p) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (q) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (r) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (s) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Schedules

The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. COVENANT TO PAY

2.1 The Debtor shall discharge the Secured Liabilities to the Creditor in full in accordance with the terms of this clause (2).

2.2 Without prejudice to the provisions of clause 2.1 during the Security Period the Debtor shall make the following annual payments in full or partial discharge of the Secured Liabilities until such time as the Secured Liabilities have been discharged in full;

- (a) In the first and succeeding three years of the exploitation of the Combined Patents by the Debtor (the first year to commence on 1st January 2016), 50% of the net profits derived from exploitation of the Combined Patents shall be paid by the Debtor to the Creditor subject to the following terms:
 - (i) for each of the calendar years 2016, 2017, 2018 and 2019, accounts shall be prepared by the Debtor showing the gross revenue and net profit derived from the Combined Patents for each of the said years (the "**Annual Revenue Reports**");

- (ii) the Annual Revenue Reports for each of the said years shall be furnished to the Creditor on or before 31st January of each subsequent year. For example, the Annual Revenue Reports for 2016 shall be furnished by the Debtor to the Creditor on or before 31st January 2017 and so on; the last Annual Revenue Report being due on or before 31st January 2020.
 - (iii) the Creditor may insist on an independent audit of the Annual Revenue Reports within 14 days of receipt of same. The independent audit shall be carried out by the Independent Auditor at the expense of the Creditor and in accordance with the provisions of clause 7.6(a). ; and
 - (iv) on or before 1st March in each of 2017, 2018, 2019 and 2020 (or if the Creditor shall exercise its rights under paragraph 2.2(a)(iii) a date within 7 days of the certification of the amount due by the Debtor to the Creditor by the Independent Auditor) the Debtor shall pay a sum equivalent to 50% of the net profit recorded in the Annual Revenue Report for each year or the sum certified by the Independent Auditor as being 50% of the net profits derived from exploitation of the Combined Patents, whichever is greater.
- 2.3 Within 9 months of receipt of a payment by the Debtor to the Creditor in accordance with the provisions of Clause 2.2, the Creditor may, at its own expense, appoint a Solvency Auditor who shall carry out an audit of the Debtor in accordance with the provisions of Clause 7.6(b) and provide the Creditor with a certificate confirming the solvency or otherwise of the Debtor to the Creditor for the purpose of this agreement. For the avoidance of doubt, the Creditor hereby expressly acknowledges and agrees that its entitlement pursuant to the appointment of a Solvency Auditor is to receive a certificate confirming the solvency or otherwise of the Debtor and that the Creditor shall not be entitled to any information and/or documents and/or working papers on foot of which the certificate of solvency or otherwise has been produced.
- 2.4 If by the Final Payment Date insufficient funds have been generated from 50% of the net profits and paid to the Creditor in discharge of the Secured Liabilities and the Secured Liabilities have not been otherwise discharged in accordance with the terms of this agreement then the Creditor:
 - (i) may at its discretion, agree to extend the Final Payment Date on such terms as may be agreed by it with the Debtor; or
 - (ii) shall, if the Debtor makes payment of the then outstanding balance of the Secured Liabilities in accordance with the provisions of this agreement, accept that payment in discharge of the outstanding balance of the Secured Liabilities and immediately release all of the Security hereby granted by the Debtor to the Creditor over the Secured Asset; or
 - (iii) in the event that neither (i) or (ii) above shall have occurred, the Creditor may insist on the sale of the Combined Patents by the Debtor, such sale to be completed within 3 months of 1st March 2020.
- 2.5 In the event that the Creditor exercises its discretion to force a sale of the Combined Patents in accordance with 2.4(iii) above, the Debtor shall procure the discharge in accordance with

the terms of the agreement of the then-outstanding balance of the Secured Liabilities from the net proceeds of that sale upon completion of that sale, whereupon the Creditor shall immediately release all of the Security hereby granted by the Debtor to the Creditor over the Secured Asset.

- 2.6 For the avoidance of doubt, in the event that 50% of the net profits derived from the exploitation of the Combined Patents and the entire net proceeds derived from a sale of the Combined Patents effected in accordance 2.4(iii) are paid to the Creditor but are insufficient to discharge the Secured Liabilities, then no additional obligation arises to the Creditor by the Debtor.

3. GRANT OF SECURITY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Creditor a first position lien, fixed charge, equitable mortgage and continuing security interest in all the Debtor's right title and interest in the Patent. For the purpose of giving effect to the foregoing grant of security, the Debtor hereby covenants and agrees to execute all such documentation and take all such actions as are necessary to effect the USPTO Registration and the Maltese Registration forthwith upon the execution of this patent security agreement.

4. DEBTOR'S RIGHTS TO USE THE PATENTS

- 4.1 Subject to the observance of the terms of this agreement and until the Security constituted by this agreement has become enforceable, the Debtor shall be entitled to exercise all of its rights in the Secured Asset.
- 4.2 Subject as set out in clause 4.3 the Debtor shall have a right to licence the use and exploitation of the Patent to a U.S. subsidiary or U.S. related company of the Debtor.
- 4.3 Prior to the granting of any licence under clause 4.2 to a subsidiary or related company, the Debtor shall procure the following:
- (a) The subsidiary or related company to which the use and exploitation of the Patent is licensed by the Debtor shall take its interest in the Patent subject to the terms of this agreement and shall enter into a binding agreement (the terms of which are attached at Schedule 4) with the Creditor to adhere to the covenants and other terms of this patent security agreement and discharge the obligations of the Debtor under the terms of this patent security agreement including but not limited to discharge of the obligations arising under Clause 2. The term "net profit" as used in clause 2.2(a) shall include the net profits earned by any company designated or licensed by the Debtor to monetise the Patent, arising from its monetisation of the Patent, and the Annual Revenue Report shall be prepared accordingly by the Debtor; and
 - (b) the Creditor shall have the right to appoint the US Auditor to carry out an audit of any such US company so licensed to use and exploit the Patent such audit to be carried out in accordance with the terms of clause 2.2(a)(iii) and under the terms of

clause 2.3 in the event that such company has made a payment to the Creditor under Clause 2.2.

- (c) a notice of any licence granted under Clause 4.2 recording the obligation of the licensee to adhere to the terms of this patent security agreement is filed with the USPTO.

5. LIABILITY OF THE DEBTOR

5.1 Liability not discharged

The Debtor's liability under this agreement in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any Security, guarantee, indemnity, remedy or other right held by, or available to, the Creditor that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Creditor renewing, determining, varying or increasing any time period or other transaction in any manner or concurring;
- (c) accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (d) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Debtor to discharge the Secured Liabilities.

5.2 Immediate recourse

The Debtor waives any right it may have to require the Creditor to enforce any Security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this agreement against the Debtor.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

The Debtor makes the representations and warranties set out in this clause 6 to the Creditor.

6.2 Ownership of Secured Asset

The Debtor:

- (a) is the legal and beneficial owner of, and has good, valid and marketable title to the Secured Asset;
- (b) is or will contemporaneously with the registration of this agreement and the Security created hereunder be properly registered as the sole proprietor in respect of the Patent and all renewal fees in respect of the Patent have been paid; and
- (c) has not assigned or agreed to assign any of the rights arising from the Secured Asset.

6.3 No Security

The Secured Asset is free from any Security other than the Security created by this agreement.

6.4 No adverse covenants

The Debtor has not created or agreed to create any covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect its ownership or the value of the Secured Asset.

6.5 Avoidance of security

So far as the Debtor is aware, no Security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the liquidation, other insolvency or administration of the Debtor or otherwise.

6.6 Enforceable security

So far as the Debtor is aware, this agreement constitutes and will continue to constitute the legal, valid, binding and enforceable obligations of the Debtor and is, and will continue to be, effective security over the Secured Asset in accordance with its terms.

6.7 Times for making representations and warranties

The representations and warranties set out in clause 6.2 to 6.6 are made by the Debtor on the date of this agreement.

7. COVENANTS

7.1 Negative pledge and disposal restrictions

The Debtor shall not at any time, except with the prior written consent of the Creditor:

- (a) create, purport to create or permit to subsist any interest including but not limited to any Security on, or in relation to, the Secured Asset which ranks equal to or in priority to the Security hereby granted by the Debtor to the Creditor under the terms of this agreement;
- (b) the Debtor shall not sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Asset, other than a licence to use the Patent; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Asset in favour of a third party, other than a licence to use the Patent

For the avoidance of doubt, the term "a licence to use the Patent" when used herein is reference to a commercial arrangement between parties on an arm's length basis whereby the Debtor licenses the use of the Patent to an unrelated party for incorporation in a software application and/or a licence granted by the Debtor in accordance with Clause 4.2 only.

Provided however that subject as herein provided, nothing in this agreement shall restrict the Debtor's right to fully discharge the Secured Liabilities at any time whereupon the Creditor

shall be obliged to provide a release, immediately, of all Security hereby granted by the Debtor to the Creditor over the Secured Asset.

7.2 Preservation of Secured Asset

The Debtor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Creditor or diminish the value of the Secured Asset or the effectiveness of the Security created by this agreement.

7.3 Compliance with laws and regulations

- (a) The Debtor shall not, without the Creditor's prior written consent, use or permit the Secured Asset to be used in any way contrary to law.
- (b) The Debtor shall:
 - (i) comply with the requirements of any law and regulation relating to or affecting the Secured Asset or the use of the Secured Asset or any part thereof; and
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Asset or its use or that are necessary to preserve, maintain or renew the Secured Asset.

7.4 Enforcement of rights

The Debtor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to the Secured Asset.

7.5 Notice of misrepresentations and breaches

The Debtor shall, promptly on becoming aware of any of the same, notify the Creditor in writing of:

- (a) any representation or warranty set out in clause 6 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- any breach of any covenant set out in this agreement.

7.6 Appointment of Independent, US and of Solvency Auditors

- (a) Independent Auditor
 - (i) The Debtor shall:
 - (A) at the request and cost of the Creditor if so required by the Creditor, provide the Independent Auditor with information, access to and copies of all relevant books and records relating to the exploitation of the Combined Patents for the purpose of carrying out an audit in accordance with International Accounting Standards of the Annual Revenue Reports in accordance with the provisions of clause 2.2(a)(iii). Such information, access and copies of documents shall be provided to the Independent Auditor within seven Business Days of

such request being made to the extent that the requested information and/or documents are in the possession of the Debtor;

- (B) maintain all proper books and records relating to the conduct of its business in accordance with all statutory requirements and International Accounting Standards applicable to the Debtor;
- (C) co-operate fully with and assist the Independent Auditor in carrying out his functions of preparing a certificate of the gross revenue and net profit derived from the Combined Patents for each of the years 2016, 2017, 2018 and 2019; and
- (D) provide timely responses to any requests or queries that Independent Auditor raises in the course of carrying out its audits.

(b) Solvency Auditor

(i) The Debtor shall:

- (A) at the request and cost of the Creditor if so required by the Creditor, provide the Solvency Auditor with information, access to and copies of all relevant books and records relating to the exploitation of the Combined Patents and its business for the purpose of determining the solvency of the Debtor in accordance with Clause 2.3. Such information, access and copies of documents shall be provided to the Solvency Auditor within seven Business Days of such request being made to the extent that the requested information and/or documents are in the possession of the Debtor;
- (B) maintain all proper books and records relating to the conduct of its business in accordance with statutory requirements and International Accounting Standards applicable to the Debtor;
- (C) co-operate fully with and assist the Solvency Auditor in carrying out his functions of preparing a certificate confirming the Debtor's solvency; and
- (D) provide timely responses to any requests or queries that the Solvency Auditor raises in the course of carrying out its audits.

(c) US Auditor

(i) The Debtor shall procure that a subsidiary or related company licensee of the Patent shall:

- (A) at the request and cost of the Creditor if so required by the Creditor, provide the US Auditor with information, access to and copies of all relevant books and records relating to the exploitation of the Combined Patents and its business for the purpose of carrying out an audit in accordance with International Accounting Standards of the Annual Revenue Reports in accordance with the provisions of clause 2.2(a)(iii) and for the purpose of determining the solvency of the licensee in accordance with Clause 2.3. Such information, access and

copies of documents shall be provided to the US Auditor within seven Business Days of such request being made to the extent that the requested information and/or documents are in the possession of the licensee;

- (B) maintain all proper books and records relating to the conduct of its business in accordance with statutory requirements and International Accounting Standards applicable to the licensee;
- (C) co-operate fully with and assist the US Auditor in carrying out his functions of preparing a certificate of the gross revenue and net profit derived from the Combined Patents for each of the years 2016, 2017, 2018 and 2019 and/or preparing a certificate confirming to the licensee's solvency; and
- (D) provide timely responses to any requests or queries that the US Auditor raises in the course of carrying out its audits.

7.7 Compliance with covenants

The Debtor shall observe and perform all covenants, stipulations and conditions to which the Secured Asset are subject.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Security becomes enforceable on Event of Default

The security established and constituted by this agreement shall become enforceable immediately on the occurrence of an Event of Default.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement powers

- (a) The Secured Liabilities are deemed to have become due and payable on the date of this agreement but the powers of a Receiver or Delegate under Clause 11 do not become exercisable until the Security created by this agreement becomes enforceable under clause 8.1.
- (b) The power of sale and other powers under this agreement (all of which powers are ancillary to and necessary to effect the power of sale) shall be immediately exercisable at any time after the Security created by this agreement has become enforceable under clause 8.1.

9.2 Protection of third parties

No purchaser, mortgagee or other person dealing with the Creditor, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

- (b) whether any power the Creditor, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Creditor, any Receiver or any Delegate is to be applied.

9.3 No liability as mortgagee in possession

Other than the discharge of obligations arising under clause 12.1, none of the Creditor, any Receiver or any Delegate shall be liable, by reason of entering into possession of the Secured Asset or for any other reason, to account as mortgagee in possession in respect of the Secured Asset, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with the Secured Asset for which a mortgagee in possession might be liable as such in each case save in the case of negligence proven by an un-appealed order of a court of competent jurisdiction or wilful default.

9.4 Conclusive discharge to purchasers

The receipt of the Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of the Secured Asset or in making any acquisition in the exercise of their respective powers, every Receiver and Delegate may do so for any consideration (subject always to every Receiver's statutory and common law obligations to exercise all reasonable care to obtain the best price reasonably obtainable for the Secured Asset as at the time of sale, which obligations, for the avoidance of doubt, are imposed upon every Delegate pursuant to this agreement), in any manner and on any terms that it or he thinks fit.

10. RECEIVER

10.1 Appointment

At any time after the Security constituted by this agreement has become enforceable, or at the request of the Debtor, the Creditor may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver or Delegate of the Secured Asset.

10.2 Removal

The Creditor may, without further notice, from time to time, by way of deed, or otherwise in writing, remove any Receiver or Delegate appointed by it and may, whenever it thinks fit, appoint a new Receiver or Delegate in the place of any Receiver or Delegate whose appointment may for any reason have terminated.

10.3 Remuneration

The Creditor may fix the reasonable remuneration of any Receiver or Delegate appointed by it and the remuneration of the Receiver or Delegate shall be a debt secured by this agreement, to the extent not otherwise discharged.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this agreement shall be in addition to all other powers of the Creditor under statute or otherwise, and shall be exercisable without the restrictions.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver or Delegate (whether conferred by this agreement or by statute) shall be, and remain, exercisable by the Creditor despite any prior appointment in respect of all or any part of the Secured Asset.

10.6 Agent of the Debtor

Any Receiver or Delegate appointed by the Creditor under this agreement shall be the agent of the Debtor and the Debtor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and reasonable remuneration of that Receiver or Delegate and for liabilities incurred by that Receiver or Delegate save in the case of negligence proven by order of a court of competent jurisdiction which remains un-appealed or wilful default. The agency of each Receiver or Delegate shall continue until the Debtor goes into liquidation (or the Secured Liabilities are discharged) and after that, the Receiver or Delegate shall act as principal and shall not become the agent of the Creditor.

11. POWERS OF RECEIVER

11.1 General

- (a) Any Receiver or Delegate appointed by the Creditor under this agreement shall have the powers set out in clause 11
- (b) If there is more than one Receiver or Delegate holding office at the same time, each Receiver and Delegate may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this agreement individually and to the exclusion of any other Receiver or Delegate.
- (c) Any exercise by a Receiver or Delegate of any of the powers given by this clause 11.1 may be on behalf of the Debtor, the directors of the Debtor or himself.

11.2 Take Possession of Secured Asset

To take immediate possession of, get in and collect the Secured Asset any part of it in respect of which the Receiver is appointed and to make such demands and take such proceedings as may seem expedient for that purpose, and to take possession of the Secured Asset with like rights.

11.3 Power of Sale

To sell, realise or otherwise dispose of property and to enter into, abandon, perform, repudiate, rescind, vary or cancel any contracts at his discretion.

11.4 Proving of Debts and Liabilities

Where a debt or liability is owed to the Debtor in relation to the Secured Asset, to prove the debt or liability in a bankruptcy, insolvency or winding up and, in connection therewith, to receive dividends and to assent to a proposal for a composition or a scheme of arrangement (or equivalent insolvency and/or corporate recovery process) in the State or elsewhere.

11.5 Registration of Appointment

To exercise on behalf of the Debtor and in the name of the Debtor all powers and rights of the Debtor relevant to effecting and necessary to effect the registration of notice in the U.S. Patent and Trademark Office of the appointment of the Receiver.

11.6 Bring and Settle Claims

To bring, prosecute, enforce, defend and abandon any action, suit or proceedings both in the Receiver's name and in the name of the Debtor relating to realisation or preservation of the value of the Secured Asset and to settle, compromise, adjust, refer to arbitration, allow time for payment, and arrange any claim, contract, account, dispute, question or demand with any person who has, claims to have or otherwise seeks to exercise any right or interest relating in any way to the Secured Asset.

11.7 Renewal of Registrations and Protective Measures

To take any action relating to the Secured Asset to protect its value including but not limited to making applications for renewal of registrations of intellectual property rights in the Secured Asset and/or challenging third party registrations of or applications for rights that infringe the rights protected by the Patent.

11.8 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Debtor.

11.9 Remuneration

A Receiver may charge and receive any reasonable sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Creditor may prescribe or agree with him.

11.10 Take Receipt of Monies

A Receiver may take receipt of any monies arising from or connected to the Secured Asset.

11.11 Dispose of Secured Asset

A Receiver may sell or assign (or concur in selling or assigning), exchange, convert into money and realise the Secured Asset in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit (subject always to every Receiver's statutory and common law obligation to exercise all

reasonable care to obtain the best price reasonably obtainable for the Secured Asset as at the time of sale) and a Receiver may promote, or concur in promoting, a company to purchase the Secured Asset.

11.12 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Asset.

11.13 Insurance

A Receiver may, if he thinks fit, effect with any insurer, any policy of insurance.

11.14 Borrow

A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from the Creditor (or from any other person) either unsecured or on the security of the Secured Asset in respect of which he is appointed on any terms that he thinks fit (including, if the Creditor consents, terms under which that Security ranks in priority to the Security provided by the Debtor to the Creditor under the terms of this agreement).

11.15 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Debtor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.16 Delegation

A Receiver may delegate his powers in accordance with this agreement.

11.17 Incidental powers

A Receiver may, subject to the terms of this agreement, do any other acts and things that he:

- (a) may consider desirable or necessary for realising the Secured Asset;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this agreement; or
- (c) lawfully may or can do, in accordance with the terms of this agreement, as agent of the Debtor.

12. APPLICATION OF PROCEEDS

12.1 Order of application of proceeds

All monies received from the Secured Asset by, a Receiver or a Delegate pursuant to this agreement, after the Security constituted by this agreement has become enforceable, shall (subject to the claims of any person having prior rights) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Creditor (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with the realisation of the Security granted by the Debtor under this agreement, and of all remuneration due to any Receiver or Delegate under or in connection with this agreement;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Creditor determines; and
- (c) in payment of the surplus (if any) to the Debtor.

13. FURTHER ASSURANCE

In furtherance of the Debtor's agreement to create and effective method of realisation of the Secured Asset, the Debtor shall, at the Creditor's expense, take whatever reasonable action the Creditor or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the Security intended to be created by this agreement;
- (b) facilitating the realisation of the Secured Asset or any part thereof; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Creditor or any Receiver as set out in this agreement in respect of the Secured Asset.

14. POWER OF ATTORNEY

14.1 Appointment of attorneys

By way of security and in furtherance of the Debtor's agreement to provide an effective method of realisation of the value of the Secured Asset but solely after the occurrence of an Event of Default and the Security constituted by this agreement has become effective, the Debtor hereby irrevocably appoints every Receiver and every Delegate separately to be the attorney of the Debtor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that pursuant to the Settlement Agreement:

- (a) the Debtor is required to execute and do under this agreement; or
- (b) any attorney so appointed deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this agreement or by law on the Creditor, any Receiver or any Delegate.

14.2 Ratification of acts of attorneys

The Debtor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 14.1.

15. RELEASE

15.1 Upon the discharge of the Secured Liabilities by the Debtor in accordance with the terms of this agreement, the Creditor shall immediately, at the request and cost of the Debtor, take whatever action is necessary to:

- (a) release the Secured Asset from the security granted under this agreement;
- (b) procure the registration of a release and discharge of the USPTO Registration; and
- (c) procure the registration of a release and discharge of the Maltese Registration.

15.2 In addition to the above, the Creditor shall at the cost and expense of the Debtor execute any document or deed, give any notice, order or direction required and make any filings and registrations in order to release the Security.

16. ASSIGNMENT AND TRANSFER

16.1 Assignment by Creditor

- (a) The Creditor may assign its rights under this agreement to any Subsidiary Company or Related Company of the Creditor without the consent of the Debtor and shall notify the Debtor of any such assignment within fourteen days of effecting same.
- (b) The Creditor may assign its rights under the terms of this agreement to a third party with the consent of the Debtor (which consent shall not be unreasonably withheld) where the Creditor demonstrates to the reasonable satisfaction of the Debtor that such assignment will not breach an Obligation of Confidentiality.
- (c) A disclosure of information referred to in Clause 16.1(b) which is required by law or is necessary to enable the delivery of advice to the Creditor by its professional advisors shall not breach an Obligation of Confidentiality.
- (d) For the purposes of this Clause 16.1 an Obligation of Confidentiality means an obligation to refrain from disclosure of confidential information to a third party which relates to the negotiation and terms of the Terms of Settlement and Assignment under which the Debtor acquired the right to ownership of the US Patent.

16.2 Assignment by Debtor

The Debtor may not assign any of its rights, or transfer any of its rights or obligations, under this agreement without the prior consent in writing of the Creditor.

16.3 Exclusion of Debtor's right of set-off

All payments made by the Debtor to the Creditor under this agreement shall be made without any set-off, counterclaim, deduction or withholding.

17. AMENDMENTS, WAIVERS AND CONSENTS

17.1 Amendments

No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

17.2 Waivers and consents

- (a) A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Creditor shall be effective unless it is in writing.

17.3 Rights and remedies

The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law or otherwise available to the Debtor and the Creditor under any other agreement between them.

18. SEVERANCE

18.1 Severance

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

19. FURTHER PROVISIONS

19.1 Continuing security

The security constituted by this agreement shall remain in full force and effect as a first priority continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Debtor discharges the full amount of the Secured Liabilities.

19.2 Discharge conditional

Any release, discharge or settlement between the Debtor and the Creditor shall be deemed conditional on all payments or security received by the Creditor in respect of the Secured Liabilities not being avoided, reduced or ordered to be refunded pursuant to any law relating

to insolvency, bankruptcy, winding up, administration, receivership or otherwise applied in respect of such payments or security. Despite any such release, discharge or settlement:

- (a) the Creditor or its nominee may retain this agreement and the Security created by or pursuant to it for any period that the Creditor deems reasonably necessary to provide the Creditor with Security against any such avoidance, reduction or order for refund; and
- (b) the Creditor may recover the value or amount of such Security or payment from the Debtor subsequently as if the release, discharge or settlement had not occurred in the event of any payment or Security being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise applied in respect of such payments or Security.

20. NOTICES

20.1 Delivery

Any notice or other communication required to be given to a party under or in connection with this agreement shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
 - (i) the Debtor at:
Susan Court, B1, Triq IL – Prinjolata Ta' Xbiex XBX 1130, Malta.
Fax: +35621499920
Attention: Ms. Rachael Flannery
 - (ii) the Creditor at:
WKI Andorra, C/ Bonaventura Armengol, 10 - Edifici Montclar 1, 4º-3ª,
AD 500 – Andorra la Vella, Principality of Andorra
Fax: +376 800 443
Attention: Mr. M. J. Walters

or to any other address or fax number as is notified in writing by one party to the other from time to time.

20.2 Receipt by Debtor or Creditor

Any notice or other communication that the Creditor gives to the Debtor or that the Debtor gives to the Creditor shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;

- (b) if posted by pre-paid guaranteed next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 20.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Ireland. Provided however that matters relating to the US PTO Registration and/or any licence granted by the Debtor pursuant to Clause 7.1 shall be governed by applicable U.S. Federal laws and matters relating to the Maltese Registration shall be governed by the laws of the Republic of Malta

21.2 Jurisdiction

- (a) Each party irrevocably agrees that, subject to the exception set out in (b) below, the courts of Ireland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceedings, suit or action arising out of in connection with this agreement shall therefore be brought in the courts of Ireland.
- (b) The parties agree that any dispute arising in relation to the USPTO Registration and/or any licence granted by the Debtor pursuant to Clause 7.1 shall be subject to the jurisdiction of U.S. District Court for the Eastern District of Virginia applying U.S. Federal law and any dispute arising out of the Maltese Registration shall be governed by the laws of the Republic of Malta.

21.3 Other service

The Debtor irrevocably consents to any process in any legal action or proceedings under clause 20.2 being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement shall affect the right to serve process in any other manner permitted by law.

This document takes effect on the date stated at the beginning of it.

Schedule 1 Events of Default

I. EVENTS OF DEFAULT

- 1.1 The Debtor failing to pay the sums identified in Clause 2.2(a)(iv) by the dates specified in Clause 2.2(a)(iv).
- 1.2 The Debtor not delivering the Annual Revenue Reports to the Creditor in accordance with Clause 2.2(a)(ii) and following the expiry of a further period of 14 days after the Creditor serving a notice on the Debtor of its intention to enforce the Security created under this agreement.
- 1.3 The Debtor not paying or procuring payment in accordance with the provisions of this agreement of a total of US\$ [REDACTED] ([REDACTED] million US Dollars) to the Creditor on or before 1st June 2020. *Value Redacted*
- 1.4 The Debtor becoming insolvent, being wound up, liquidated or becoming otherwise bankrupt.
- 1.5 The appointment of a receiver or administrator to the Debtor.

Schedule 2

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENT

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENT (the “Confirmatory Grant”) is made effective as of 22 December 2015, by and from **Lexington Services Limited**, a Malta corporation (the “Debtor”), whose principal address is Susan Court, B1, Triq II, Prinjolata Ta’ Xbiex XBX 1130, MALTA, to and in favor of **ANTHOLOGY SA** (the “Creditor”), whose principal address is Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis.

WHEREAS, Debtor and Creditor have entered into a Patent Security Agreement of even date herewith (the “PSA”) pursuant to which Debtor has granted Creditor a security interest in U.S. Patent No. 8,019,807 (Application Number 10/121,788) together with all reissues, continuations, divisions, modifications, substitutions or extensions of the foregoing U.S. Patent, issued by the United States Patent and Trademark Office (the “Patent”);

WHEREAS, Debtor is the owner of the Patent;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the PSA.
- 2) The Security Interest.
 - (a) In accordance with the PSA, the Debtor hereby grants to Creditor and confirms its grant to Creditor of a first position lien, fixed charge, equitable mortgage and continuing security interest in all the Debtor’s right title and interest in the Patent.
 - (b) In accordance with the PSA, any license of the Patent by the Debtor to a subsidiary or related company shall be subject to the terms of the PSA.
 - (c) The lien and security interest contained in this agreement is granted in conjunction with the rights authorities, liens and security interests granted to the Creditor pursuant to the PSA.
 - (d) Upon occurrence of an Event of Default as set out in the PSA, the Creditor has the right to appoint a Receiver or Delegate, with all of the powers and authorities set out in the PSA, to take possession of and to dispose of the Patent and to apply the proceeds of sale thereby realized in discharge of the Secured Liabilities.
 - (e) Upon the discharge of the Secured Liabilities by the Debtor in accordance with the terms of the PSA, the Creditor shall immediately, at the request and cost of the Debtor,

take action necessary to release the Patent from the security granted under the PSA and procure the registration of a release and discharge of the security interest in the Patent with the U.S. Patent Office.

(f) Debtor acknowledges and affirms that the rights and remedies of the Creditor with respect to the liens and security interests in the Patent made and granted hereby are more fully set forth in the PSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(g) In the event that any provisions of this Confirmatory Grant are deemed to conflict with the PSA, the provisions of the PSA shall govern.

Schedule 3

MALTESE CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENT

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENT (the “Confirmatory Grant”) is made effective as of 22 December 2015, by and from **Lexington Services Limited**, a Malta corporation (the “Debtor”), whose principal address is Susan Court, B1, Triq II, Prinjolata Ta’ Xbiex XBX 1130, MALTA, to and in favor of **ANTHOLOGY SA** (the “Creditor”), whose principal address is Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis.

WHEREAS, Debtor and Creditor have entered into a Patent Security Agreement of even date herewith (the “PSA”) pursuant to which Debtor has granted Creditor a security interest in U.S. Patent No. 8,019,807 (Application Number 10/121,788) together with all reissues, continuations, divisions, modifications, substitutions or extensions of the foregoing U.S. Patent, issued by the United States Patent and Trademark Office (the “Patent”);

WHEREAS, Debtor is the owner of the Patent;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the PSA.
- 2) The Security Interest.
 - (a) In accordance with the PSA, the Debtor hereby grants to Creditor and confirms its grant to Creditor of a first position lien, fixed charge, equitable mortgage and continuing security interest in all the Debtor’s right title and interest in the Patent.
 - (b) In accordance with the PSA, any license of the Patent by the Debtor to a subsidiary or related company shall be subject to the terms of the PSA.
 - (c) The lien and security interest contained in this agreement is granted in conjunction with the rights authorities, liens and security interests granted to the Creditor pursuant to the PSA.
 - (d) Upon occurrence of an Event of Default as set out in the PSA, the Creditor has the right to appoint a Receiver or Delegate, with all of the powers and authorities set out in the PSA, to take possession of and to dispose of the Patent and to apply the proceeds of sale thereby realized in discharge of the Secured Liabilities.
 - (e) Upon the discharge of the Secured Liabilities by the Debtor in accordance with the terms of the PSA, the Creditor shall immediately, at the request and cost of the Debtor,

take action necessary to release the Patent from the security granted under the PSA and procure the registration of a release and discharge of the security interest in the Patent with the U.S. Patent Office.

(f) Debtor acknowledges and affirms that the rights and remedies of the Creditor with respect to the liens and security interests in the Patent made and granted hereby are more fully set forth in the PSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(g) In the event that any provisions of this Confirmatory Grant are deemed to conflict with the PSA, the provisions of the PSA shall govern.

Schedule 4

Deed of Adherence

THIS DEED is made day of [2016/2015]

Between: Lexington Services Ltd incorporated and registered in Malta with company number C50993 whose registered office is at Susan Court, B1, Triq II – Prinjolata Ta' Xbiex XBX 1130, Malta (Debtor)

and: [NAME] (INSERT DETAILS OF REGISTRATION AND ADDRESS) (the Subsidiary / the Related Company)

and: Anthology SA incorporated and registered in Nevis with company number C40164 whose registered office is at Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis (Creditor)

The Debtor, the Creditor and the Subsidiary or the Related Company shall hereafter be collectively referred to as the "Parties"

WHEREAS:

- a. The Debtor and the Creditor have entered into a certain Patent Security Agreement dated [] December 2015 (Patent Security Agreement) and two Confirmatory Security Agreements of the same date (hereinafter called "the Security Agreements").
- b. The Debtor is the owner of the Combined Patents as defined in the Patent Security Agreement.
- c. The Subsidiary is a wholly owned subsidiary of the Debtor / the Related Company is a related company of the Debtor. The Debtor intends to licence the exploitation of the Patent, as defined in the Patent Security Agreement, to the Subsidiary / Related Company in accordance with Clause 4.2 of the Patent Security Agreement.

- d. The Creditor has agreed to the said licencing of the Patent subject to the terms of the Patent Security Agreement and this deed.

THIS DEED HEREBY WITNESSETH AS FOLLOWS:

2. DEFINED TERMS

Unless the context otherwise demands, the words and phrases defined in the Patent Security Agreement shall have the same meanings as are ascribed to them in the Patent Security Agreement, when used in this deed and Clause 1 of the Patent Security Agreement is hereby deemed to be incorporated in and form part of this agreement.

3. COVENANT TO ADHERE

1. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Subsidiary / the Related Company and the Debtor hereby jointly and severally covenant and agree with the Creditor as follows;
2. that subject as provided in this deed, the Subsidiary / Related Company shall be bound by the provisions of the Patent Security Agreement in all respects as if the Subsidiary / the Related Company was a party to the Patent Security Agreement jointly and severally with the Debtor;
3. that the Subsidiary / the Related Company will comply with and be bound by all the terms, conditions, covenants and other provisions of the Patent Security Agreement in so far as they relate to obligations to be performed, covenants to be fulfilled and/or observed and actions to be taken or refrained from by the Debtor under the provisions of the Patent Security Agreement;
4. that the Subsidiary / the Related Company hereby irrevocably authorises the Debtor to accept service of any notice or proceedings on its behalf in the event that the Creditor wishes to serve notice or proceedings in accordance with the provisions of the Patent Security Agreement and the Subsidiary / the Related Company hereby agrees to be joined as co-defendant with the Debtor in any proceedings instituted by the Creditor against the Debtor under the terms of or in relation to the Patent Security Agreement with effect from the date of this agreement;
5. that the Subsidiary / the Related Company will maintain all books, data and records necessary to comply with the provisions of Clauses 2 and 4.3 of the Patent Security

Agreement and shall facilitate the carrying out of audits in accordance with Clauses 2 and 7.6 of the Patent Security Agreement;

6. that the Subsidiary / the Related Company will, in the event that the Creditor exercises its right to appoint a Receiver and/or Delegate under the terms of the Patent Security Agreement, co-operate fully with and comply with the reasonable directions of the Receiver / Delegate in the exercise of powers relating to the sale of the Patent and collection and management of revenues due to the Subsidiary / the Related Company from exploitation of the Patent, subsequent to the appointment of such Receiver / Delegate.

7.

4. NOTICES

5. Delivery

8. Any notice or other communication required to be given to a party under or in connection with this agreement shall be:

(i) In writing;

- (ii) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

9. sent to:

The Debtor / the Subsidiary / the Related Company at:

- a. Susan Court, B1, Triq IL – Prinjolata Ta' Xbiex XBX 1130, Malta.
- b. Fax: +356 214 99920
- c. Attention: Ms. Rachael Flannery

The Creditor at:

- d. WKI Andorra, C/ Bonaventura Armengol, 10 - Edifici Montclar 1, 4º-3ª, AD 500 – Andorra la Vella, Principality of Andorra
- e. Fax: +376 800 443
- f. Attention: Mr. M. J. Walters
- g. or to any other address or fax number as is notified in writing by one party to the other from time to time.

6. Receipt by Debtor and Subsidiary or Creditor

10. Any notice or other communication that the Creditor gives to the Debtor / Subsidiary / Related Company or that the Debtor/Subsidiary / Related Company gives to the Creditor shall be deemed to have been received:
- (i) if delivered by hand, at the time it is left at the relevant address;
11. if posted by pre-paid guaranteed next working day delivery service, on the second Business Day after posting; and
12. if sent by fax, when received in legible form.
- h. A notice or other communication given as described in clause 20.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

7. Amendments

13. No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

8. Waivers and consents

- (i) A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
14. A failure to exercise, or a delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Creditor shall be effective unless it is in writing.

9. Rights and remedies

15. The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law or otherwise available to the Debtor, the Subsidiary / the Related Company and the Creditor under any other agreement between them.

10. SEVERENCE

16. If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the

relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

11. AFFIRMATION OF THE SECURITY AGREEMENTS

17. Except as herein specifically provided, this agreement shall not operate to or be interpreted as giving effect to any modification or alteration of any provision of the Security Agreements or obligation of the Debtor arising under the terms of those agreements.

12. REGISTRATION AT USPTO

18. The Debtor and the Subsidiary / the Related Company hereby agree that a confirmatory grant of the licence referred to at Recital C will be registered with the USPTO which confirmatory licence will record that the such licence is granted by the Debtor to the Subsidiary/Related Company subject to the terms of this Deed and the Patent Security Agreement and the Debtor and the Subsidiary/Related Company further agree to take such actions as are necessary in accordance with the terms of the Patent Security Agreement and this deed to effect that registration.

13. GOVERNING LAW AND JURISDICTION

a. Governing law

19. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Ireland. Provided however that matters relating to the US PTO Registration shall be governed by applicable U.S. federal law.

14. Jurisdiction

- (i) Each party irrevocably agrees that, subject to the exception set out in (ii) below, the courts of Ireland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceedings, suit or action arising out of in connection with this agreement shall therefore be brought in the courts of Ireland.
20. **The Parties agree that any dispute arising in relation to the USPTO Registration shall be subject to the jurisdiction of U.S. District Court for the Eastern District of Virginia applying U.S. federal law.**

15. Other service

21. **The Debtor and the Subsidiary / the Related Company irrevocably consent to any process in any legal action or proceedings under clause 3 of this deed being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement shall affect the right to serve process in any other manner permitted by law.**

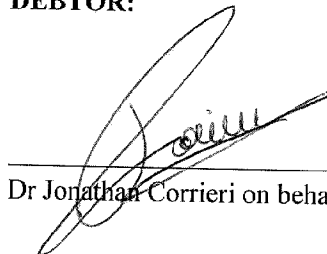
16. DEED

22. **This document shall constitute a deed executed by the Debtor and the Subsidiary / the Related Company under the laws of Ireland.**

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

Signature pages overleaf

DEBTOR:


Dr Jonathan Corrieri on behalf of Lexington Services Limited

BE IT KNOWN

That I, Dr. Joanne Cutajar, Notary Public, MALTA


CERTIFY

That Dr Jonathan Corrieri residing at, "Casita" Dahlet L-Oleandri, Attard ATD2850, Malta identified to me by production of his identity Card

SIGNED the Patent Security Agreement in my presence.

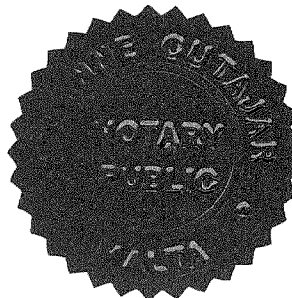
THIS ACT may be received in evidence in a court of law.

SIGNED AND SEALED at Ta' Xbiex, Malta on 23rd day of December 2015


Notary Public
Malta

NOTARY SEAL

JOANNE CUTAJAR
Notary Public & Commissioner for Oaths
Flat 10,
43, Manuel Dimech Street
Sliema
Mob: 7992 4120
notaryjoannecutajar@gmail.com



Apostille Certificate
Convention de La Haye du 5 octobre 1961

1. Country: **Malta**

This public document

2. has been signed by **Joanne Cutajar**

3. acting in the capacity of **Notary Public**

4. bears the seal / stamp of

Same

Certified

5. at **Ministry of Foreign Affairs, Valletta**

6. the **23 DEC 2015**

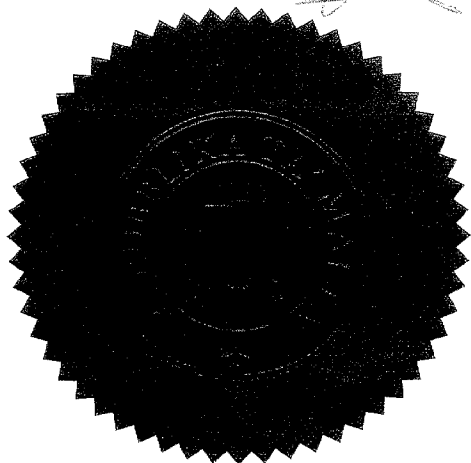
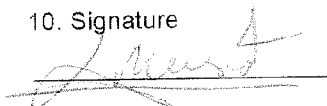
7. by **David Muscat**

Legalisation Officer

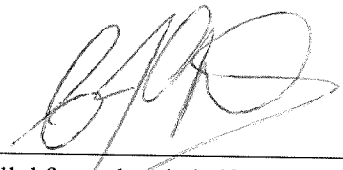
8. No: **254072**

9. Seal / stamp

10. Signature



CREDITOR:



Dr. Christian Ellul for and on behalf of Anthology SA

BE IT KNOWN

That I, Dr JAMES GRECH, Notary Public, MALTA

CERTIFY

That Dr. Christian Ellul residing at Pendergarden's, 1241, TRIO EVO MUSCAT AZZOPARDI,
SAN GILTAN identified to me by
production of ID CARD.

SIGNED the Patent Security Agreement in my presence.

THIS ACT may be received in evidence in a court of law.

2A, DELMAR, FL1,
SIGNED AND SEALED at BRARED STREET, on 28th day of December 2015
BIRKIRKARA



Notary Public
Malta

NOTARY SEAL

Dr. James Grech LL.B., N.P., LL.D
Notary Public & Commissioner for Oaths
2A, "Delmar", Flat 1, Brared Street,
Birkirkara, BKR 1251, Malta.
99229334 / 27331527

Apostille Certificate

Convention de La Haye du 5 octobre 1961

1. Country: **Malta**

This public document

2. has been signed by **James Grech**

3. acting in the capacity of **Notary Public**

4. bears the seal / stamp of

Same

Certified

5. at **Ministry of Foreign Affairs, Valletta**

6. the **29 DEC 2015**

7. by **Karen Montebello**

Legalisation Officer

8. No: **254213**

9. Seal / stamp

10. Signature

