COMPANIES FORM No. 395 141212/13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use (L)

Company number 04843410

Name of company

* insert full name of Company

* Sourcecode UK Limited ("**Company**")

Date of creation of the charge

28 March 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite Guarantee and Debenture ("**Debenture**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Co-Borrowers to the Lender under or pursuant to the Loan and Security Agreement and all monies covenanted to be paid under the Debenture ("**Secured Obligations**").

All capitalised terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395

Names and addresses of the mortgagees or persons entitled to the charge

Square 1 Bank, 406 Blackwell Street, Suite 240, Crowe Building, Durham, North Carolina, USA ("**Lender**")

Postcode NC 27701

Presenter's name address and reference (if any)

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

Time critical reference

For official Use (02/06)
Mortgage Section | Post room

TUESDAY

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A65 08/04/2008 131
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

5.1 Fixed charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

5 1 1 by way of first fixed charge

5 1 1 1 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and

5 1 1 2 all accounts of the Chargor with any bank, financial institution or other person not charged by clause 5 1 1 1 and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies any investment made out of such monies or account and all rights to repayment of any of the foregoing, and

5 1 2 to the extent not effectively assigned by clause 6 1, by way of first fixed charge all Receivables

+95

Particulars as to commission allowance or discount (note 3)

Signed DLA Piper UK LLP Date 7 April 2008

On behalf of [XXXXXXX XXXXXXXX/chargee] † Square 1 Bank

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

†delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given

3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet

5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House.**

6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

M395 Continuation

Company number

04843410

Name of company

*insert full name of Company

* Sourcecode UK Limited ("Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

6 Assignment

6 1 The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to the Receivables

7 Floating charge

The Chargor charges and agrees to charge by way of first floating charge all of its present and future

7 1 1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed charge pursuant to clause 5 1 or any other provision of this Deed, and

7 1 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

8 Conversion of floating charge

8.1 Conversion by notice

The Lender may, by written notice to the Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

8 1 1 an Event of Default has occurred and is continuing, or

the Lender (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

8.2 Small companies

The floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor

8.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

1 2 1 in relation to any Security Asset which is subject to a floating charge if

1 2 1 1 the Chargor creates (or attempts or purports to create) any Security Interest (other than a Permitted Lien) on or over the relevant Security Asset without the prior written consent of the Lender, or

1 2 1 2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

1 2 2 over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator

8.4 Partial conversion

The giving of a notice by the Lender pursuant to clause 8 1 (*Conversion by notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender

9 Continuing security

9.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

9.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation

9.3 Right to enforce

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it

13.3 Dealings with and realisation of Receivables and operation of Security Accounts

13 3 1 The Chargor shall

13 3 1 1 without prejudice to clause 13 1 (*Restrictions on dealing*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable,

13 3 1 2 collect all Receivables promptly in the ordinary course of trading as agent for the Lender and immediately upon receipt pay all monies which it receives in respect of the Receivables into

(a) such specially designated account(s) with the Lender as the Lender may from time to time direct,

(b) the Original Security Accounts, or

(c) such other account(s) with such other bank as the Lender may from time to time direct,

(each such account together with all additions to or renewals or replacements thereof (in whatever currency) being a **"Security Account"**) and pending such payment, hold all monies so received upon trust for the Lender, and

13 3 1 3 where any Security Account is not maintained with the Lender, deliver to the relevant Account Bank a duly completed notice and procure that such Account Bank

executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement from bank operating Security Accounts*)

13 3 2 The original Account Bank is Barclays Bank PLC unless the Lender specifies otherwise

13 3 3 After the occurrence of an Event of Default that is continuing, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Security Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

13 3 4 The Chargor shall deal with the Receivables (both collected and uncollected) and the Security Accounts in accordance with any directions given in writing from time to time by the Lender and, in default of and subject to such directions, in accordance with this Deed

13 3 5 The Chargor shall deliver to the Lender such information as to the amount and nature of its Receivables as the Lender may from time to time reasonably require (taking into account the requirements of the Loan and Security Agreement)

13 3 6 If required to do so by the Lender, the Chargor shall at its own cost

13 3 6 1execute a legal assignment of all or any of the Receivables in such form as the Lender may require,

13 3 6 2give notice of such assignment to the relevant debtors,

13 3 6 3take any other steps which the Lender may require to perfect that assignment, and/or

in the case of negotiable instruments, endorse all documents necessary to constitute the Lender the holder of such documents

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Annexure 1 to Form 395

Definitions

"Account Bank" means Barclays Bank Plc of 6 Clarence Street, Kingston-upon-Thames, Surrey KT2 5AA whose sort code is 20-46-76 or such other bank with which any Security Account is maintained from time to time,

"Co-Borrowers" means SourceCode Technology Holdings, Inc , a corporation organized in Delaware, USA with organizational number 3804361 whose principal place of business is at 4042 148th Ave, NE, Redmond WA 98052, SourceCode North America, Inc , a corporation organized in Nevada, USA with organizational number C15728-Q whose principal place of business is at 4042 148th Ave, NE, Redmond, WA 98052 and Appit Inc , a corporation organized in Delaware, USA whose principal place of business is at 4042 148th Ave, NE, Redmond, WA 98052 (and **"Co-Borrower"** shall mean any of them),

"Event of Default" has the meaning given to that term in the Loan and Security Agreement,

"Loan and Security Agreement" means the loan and security agreement dated the same date as the Debenture and made between (1) the Co-Borrowers and (2) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Co-Borrowers,

"Original Security Accounts" means the account held with the Account Bank with account number 70329983 denominated in Sterling, the account held with the Account Bank with account number 54432033 denominated in Euro and the account held with the Account Bank with account number 67341122 denominated in USD together with

(a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same, and

(b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account),

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

"Security" means the Security Interests created by or pursuant to this Debenture,

"Security Account" has the meaning given to that term in clause 13 3 set out at Addendum 4 to this Form 395,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Debenture,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) the Lender has no further commitment, obligation or liability under or pursuant to the Loan and Security Agreement,

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 4843410
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURES DATED 28 MARCH 2008 AND CREATED BY SOURCECODE UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SQUARE 1 BANK ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 APRIL 2008

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES