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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3111

03565367

Name of company

* Trilogy Broadcast (Holdings) Limited (the "Company")

Date of creation of the charge

9th September 2005

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

Debenture dated 9 September 2005 between the Company and Chyron
Corporation relating to the Company (the "Debenture")

Amount secured by the mortgage or charge

All monies and liabilities (whether present or future, actual or
contingent) at the date of the Debenture or at any time or times
thereafter due or owing or incurred by the Company (whether as principal
or surety) to the Security Trustee and/or any of the Loan Note Holders
including without limitation pursuant to the Loan Notes, the
Intercreditor Deed and the Debenture or any further loan advance
pursuant to any agreement which may be entered into after the date of
the Debenture (the "Secured Liabilities").

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

Chyron Corporation, a company registered in New York and whose registered office is at 5
Hub Drive, Melville, New York, USA 11747 acting for itself and as trustee on behalf of the
Loan Note Holders (the "Security Trustee")

Postcode

Presentor's name address and
reference (if any):

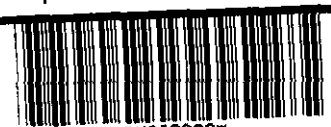
Charles Russell LLP
8-10 New Fetter Lane
London
EC4A 1RS

Ref: JWB/19826/9 - 1619467.1

Time critical reference

For official Use
Mortgage Section

Post room



PMO
COMPANIES HOUSE

0039
26/09/05

Please see continuation sheet.

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lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Charles Russell LLP

Date

23/09/05

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~/chargee†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Pursuant to the Debenture, the Company with full title guarantee charged to the Security Trustee for the payment and discharge of the Secured Liabilities:

Please complete
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1. by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
2. by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
3. by way of fixed charge all book debts and other debts both present and future due or owing to the Company;
4. by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;
5. by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;
6. by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge as described in the foregoing paragraphs.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

Negative Covenants

The Company has agreed that it shall not without previous written consent of the Security Trustee:

1. sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender of any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;
2. sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;
3. create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or *pari passu* with the fixed charges created by the debenture; and
4. allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.

In this Document:

"book debts" shall mean all debts due to the Company (including without limitation, rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include:

(a) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Company in relation thereto and all moneys becoming payable to the Company in respect of debts due to or claims (including insurance claims) by the Company and any contributions due to the Company's assets pursuant to any court declaration under sections 212 to 215 of the Insolvency Act 1986 notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable; and

(b) all moneys becoming payable to the Company in respect of book debts under or by virtue of any policy of insurance taken out by the Company against non-payment of book debts;

"the fixed charged property" shall mean together all the property assets and rights described in paragraphs 1 to 5 above;

"the floating charged property" shall mean all the property assets and rights described by paragraph 6 above;

"intellectual property rights" shall mean all rights in patents, patent applications, inventions, trade marks, trade mark applications, service marks, trade names, registered designs, copyrights, know-how, confidential information trade secrets and any other intellectual property rights;

"Loan Notes" shall mean each of £300,000 Cumulative Redeemable Secured Loan Notes 2009 issued by the Company in favour of the Loan Note Holders;

"Loan Note Holders" shall mean Chyron Corporation and any successor, permitted assignee or transferee.

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03565367

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th SEPTEMBER 2005 AND CREATED BY TRILOGY BROADCAST (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE AND/ OR ANY OF THE LOAN NOTE HOLDERS 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 26th SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 2005 .

P. D. M. S.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES