

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695067

| | | | |
|---|-------------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NURV INC. | | 12/15/2021 | Corporation: DELAWARE |
| NURV LIMITED | | 12/15/2021 | Limited Liability Company: ENGLAND AND WALES |
| RECEIVING PARTY DATA | | | |
| Name: | IL2 (2018) S.A.R.L. | | |
| Street Address: | PARKSHOT HOUSE | | |
| Internal Address: | 5 KEW ROAD | | |
| City: | RICHMOND UPON THAMES | | |
| State/Country: | ENGLAND | | |
| Postal Code: | TW9 2PR | | |
| Entity Type: | Private Limited Company: LUXEMBOURG | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5415522 | NURVV | |
| Registration Number: | 5415521 | NURVV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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> | | | |
| Phone: | 4048853868 | | |
| Email: | rusty.close@troutman.com | | |
| Correspondent Name: | CHRISTOPHER CLOSE | | |
| Address Line 1: | TROUTMAN PEPPER LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE, SUITE 3000 | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 254159.000012 | | |
| NAME OF SUBMITTER: | Christopher C Close, Jr. | | |
| SIGNATURE: | /Christopher C. Close Jr./ | | |
| DATE SIGNED: | 12/15/2021 | | |
| Total Attachments: 10 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 15, 2021 by and among (a) **IL2 (2018) S.A R.L.**, a Luxembourg private limited company, with its principal place of business at 15 Crinan Street, Kings Cross, London N1 9SQ (“Lender”), (b) (i) **NURVV INC.**, a Delaware corporation with its principal place of business located at Parkshot House, 5 Kew Road, Richmond Upon Thames, England TW9 2PR and (ii) **NURVV LIMITED**, a limited liability company incorporated in England & Wales with company number 09679849 with its address at Thames House, 5 Church Street, Twickenham, Middlesex, United Kingdom, TW1 3NJ (individually and collectively, the “Grantor”) and (c) **NURVV GROUP LIMITED**, a limited liability company incorporated in England & Wales with company number 11453898 with its address at Parkshot House, 5 Kew Road, Richmond Upon Thames, England, TW9 2PR (“Borrower”)

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower and certain other parties thereto (each such party, including Grantor, an “Obligor”) (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and among Lender and Obligor dated as of November 17, 2021 (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Lender.

B. Pursuant to the terms of (i) the Loan Agreement, and (ii) that certain Security Agreement by and between Grantor and Lender dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Security Agreement”), Grantor has granted to Lender a security interest in all of Grantor’s and the Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Obligor to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, and the Security Agreement, each of which are hereby incorporated by reference. The provisions of the Loan Agreement, and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows.]

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

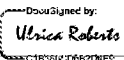
GRANTOR:

NURVV INC.

By:  _____
Jason Roberts
President

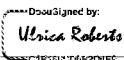
EXECUTED as a DEED by NURVV LIMITED acting by two Directors or a Director and the Secretary:

Signature of director:  _____
Jason Roberts

Signatory of director/secretary:  _____
Ulrica Roberts

EXECUTED as a DEED by NURVV GROUP LIMITED acting by two Directors or a Director and the Secretary:

Signature of director:  _____
Jason Roberts

Signatory of director/secretary:  _____
Ulrica Roberts

LENDER:

IL2 (2018) S.A R.L.,

By: _____
Name: _____
Title: _____

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

GRANTOR:

NURVV INC.

By: _____
Jason Roberts
President

EXECUTED as a DEED by NURVV
LIMITED
acting by two Directors or a Director and the
Secretary:

Signature of director: _____

Signatory of director/secretary: _____

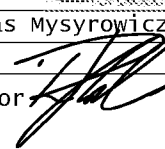
EXECUTED as a DEED by NURVV GROUP
LIMITED
acting by two Directors or a Director and the
Secretary:

Signature of director: _____

Signatory of director/secretary: _____

LENDER:

IL2 (2018) S.A R.L.,

By: _____
Name: Ladislav Mysyrowicz
Title: _____
Director,  Richard Hawel
Director

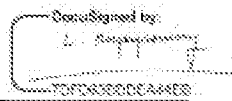


EXHIBIT A

Copyrights

| No. | Description | Registration Number | Application Number | Notes on Ownership |
|-----|-----------------|---------------------|--------------------|--------------------|
| 1. | None Identified | | | |

EXHIBIT B

Patents

| No. | Description | Application Number | Registration Number | Notes on Ownership |
|-----|--|--------------------|----------------------------|--|
| 1. | Wearable Garment | | 10,251,433 (04/09/2019) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |
| 2. | Structure to Absorb, Dissipate and Measure a Force | | 10,258,091 (04/16/2019) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |
| 3. | Inner Sole for a Shoe | | 10,524,531 (01/07/2020) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |
| 4. | A Force Sensitive Resistor for Garments and Footwear | | 10,753,811 (08/25/2020) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |
| 5. | Sensor Pad for Wearable Garments | | 10,835,180 (11/17/2020) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |
| 6. | Force Sensitive Resistor | | 10,876,910 (12/29/2020) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |
| 7. | Foot-Based Movement Measurement | | 10,939,850 (03/09/2021) | Security Interest SILICON VALLEY BANK <u>Reel/Frame: 055756/0695</u> <u>Recorded: 03/29/2021</u> |

| No. | Description | Application Number | Registration Number | Notes on Ownership |
|-----|---|-------------------------------------|----------------------------|---|
| 8. | Force Sensitive Resistor | | 10,943,715 (03/09/2021) | Security Interest SILICON VALLEY BANK Reel/Frame: 055756/0695 <u>Recorded: 03/29/2021</u> |
| 9. | Sole or Inner Sole | | 11,064,758 (07/20/2021) | |
| 10. | Foot-Based Movement Measurement | 16/239,214 (01/03/2019) | | |
| 11. | Sensor Insert for a Shoe | 16/513,299 (07/16/2019) | | |
| 12. | Method and Composition for Moisture Ingress Protection, and Electronic Device Comprising Same | 17/144,649 (01/08/2021) | | |
| 13. | Method and Composition for Moisture Ingress Protection, and Electronic Device Comprising Same | PCT IB2021050136 (01/09/2021) | | |

EXHIBIT C

Trademarks

| No. | Description | Serial Number | Registration Number | Notes on Ownership |
|-----|------------------|---------------|---------------------------|--|
| 1. | NURVV (& design) | | 5,415,522 (03/06/2018) | Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 7236/0081 <u>Recorded:</u> 03/29/2021 |
| 2. | NURVV | | 5415,521 (03/06/2018) | Security Interest SILICON VALLEY BANK <u>Reel/Frame:</u> 7236/0081 <u>Recorded:</u> 03/29/2021 |

EXHIBIT D

Mask Works

| No. | Description | Application | Registration | Notes on Ownership |
|-----|-----------------|-------------|--------------|--------------------|
| 1. | None Identified | | | |

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