

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARRIVAL UK LTD		11/13/2023	Limited company (Ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED		
Street Address:	55 Ludgate Hill		
Internal Address:	Level 1 West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6669381	BRIQ	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	12/01/2023		
Total Attachments: 5			
source=Arrival - Trademark Security Agreement [Executed 11.13.2023] (1)#page1.tif			
source=Arrival - Trademark Security Agreement [Executed 11.13.2023] (1)#page2.tif			
source=Arrival - Trademark Security Agreement [Executed 11.13.2023] (1)#page3.tif			

OP \$40.00 6669381

source=Arrival - Trademark Security Agreement [Executed 11.13.2023] (1)#page4.tif
source=Arrival - Trademark Security Agreement [Executed 11.13.2023] (1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2023 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of GLAS Trust Corporation Limited, as security agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Security Agent*”).

WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as November 13, 2023 (the “*Security Agreement*”) in favor of the Security Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Security Agent a security interest in, and the Security Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent and the Lenders to enter into the Facilities Agreement and the Lenders to make their respective extensions of credit to the Borrowers thereunder, the parties agree as follows:

1) Each Trademark Grantor hereby pledges and grants to the Security Agent, for itself and on behalf of and for the benefit of the other Secured Parties, a continuing security interest in all of the Trademarks included in the Intellectual Property Collateral, including all Trademarks now owned or at any time hereafter acquired by any such Trademark Grantor, or in which any such Trademark Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that is Registered or otherwise subsisting, in the United States (including its states, territories and possessions) as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations, including the following:

(a) all Trademarks included in the Intellectual Property Collateral, including all Trademarks owned by such Trademark Grantor now existing or hereafter adopted or acquired, including, without limitation, the Registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto and all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, in each case, that is Registered in the United States (including its states, territories and possessions); provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, any Trademark Grantor’s right, title or interest therein;

(b) to the extent not covered by **clause (a)**, all proceeds arising from any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill with which any of the foregoing Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to, on, or after the date hereof for violation, infringement, misappropriation or dilution of, or injury to the goodwill associated with any of the foregoing or unfair competition regarding the same;

provided, the Trademark Collateral shall not include any Excluded Assets (collectively, the "*Trademark Collateral*").

2) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3) Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

4) THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

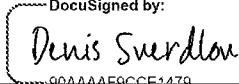
5) This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

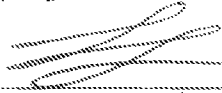
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ARRIVAL UK LTD

as a Grantor

By:  _____
Name: Denis Sverdlov
Title: Director

GLAS TRUST CORPORATION LIMITED
as Security Agent

By: 
Name: Luxman Jegatheeswaran
Title: Head of Transaction Management
Group, UK

[Signature Page to Trademark Security Agreement]

TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
*ARRIVAL Design 	International Register: 1426749	2018-06-13	Arrival UK Ltd
ARRIVAL	International Register: 1395340	2017-11-16	Arrival UK Ltd
BRIQ	U.S. Registration: 6669381	2022-03-15	Arrival Ltd.