

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM860022

| | | | |
|---|-----------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IL2 (2018) S.A.R.L | | 09/15/2023 | Corporation: LUXEMBOURG |
| RECEIVING PARTY DATA | | | |
| Name: | Nurvv Limited | | |
| Street Address: | Unit 6, New Horizons Ct | | |
| Internal Address: | Ryan Drive, Firmdale Village | | |
| City: | Brentford | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | TW8 9ZB | | |
| Entity Type: | Corporation: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5415521 | NURVV | |
| Registration Number: | 5415522 | NURVV | |
| 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> | | | |
| Phone: | 07714090519 | | |
| Email: | peter@nurvv.com | | |
| Correspondent Name: | Nurvv Limited | | |
| Address Line 1: | Unit 6, New Horizons Ct | | |
| Address Line 2: | Ryan Drive, Firmdale Village | | |
| Address Line 4: | Brentford, UNITED KINGDOM TW8 9ZB | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Stites & Harbinson | | |
| Address Line 1: | 401 Commerce Street | | |
| Address Line 4: | Nashville, TENNESSEE 37219 | | |
| NAME OF SUBMITTER: | PETER CASS | | |

OP \$65.00 5415521

| | |
|--|--------------|
| SIGNATURE: | /Peter Cass/ |
| DATE SIGNED: | 12/11/2023 |
| Total Attachments: 9 source=Nurvv IL2 Deed of Release 150923#page1.tif source=Nurvv IL2 Deed of Release 150923#page2.tif source=Nurvv IL2 Deed of Release 150923#page3.tif source=Nurvv IL2 Deed of Release 150923#page4.tif source=Nurvv IL2 Deed of Release 150923#page5.tif source=Nurvv IL2 Deed of Release 150923#page6.tif source=Nurvv IL2 Deed of Release 150923#page7.tif source=Nurvv IL2 Deed of Release 150923#page8.tif source=Nurvv IL2 Deed of Release 150923#page9.tif | |

STEVENS & BOLTON

DATED

15 September

2023

(1) **IL2 (2018) S.A R.L.**

(2) **NURVV LIMITED (IN CREDITORS' VOLUNTARY LIQUIDATION)**

(3) **NURVV GROUP LIMITED (IN CREDITORS' VOLUNTARY LIQUIDATION)**

DEED OF RELEASE

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THIS DEED OF PARTIAL RELEASE is made on 15

September 2023

BETWEEN

- (1) **IL2 (2018) S.A R.L.** a private limited company under the laws of Luxembourg, having its registered office at 6, rue Adolphe, L-1116 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg register of commerce and companies (Registre de Commerce et des Sociétés, Luxembourg) under number B226060 ("**Lender**"); and
- (2) **NURVV LIMITED** (registered number 09679849) in creditors' voluntary liquidation, a company incorporated in England and Wales whose registered office is at Unit 6 Ryan Drive, Brentford, England, TW8 9ZB ("**Nurvv**"), acting by its joint liquidators Ben David Woodthorpe and Simon Jagger ("**Liquidators**"); and
- (3) **NURVV GROUP LIMITED** (registered number 11453898) in creditors' voluntary liquidation, a company incorporated in England and Wales whose registered office is at Unit 6 Ryan Drive, Brentford, England, TW8 9ZB ("**Nurvv Group**"), acting by its Liquidators.

WHEREAS

- (A) Pursuant to the Security Documents, Nurvv and Nurvv Group (together, the "**Nurvv Companies**") have granted certain Security Interests in favour of the Lender.
- (B) The Security Interests were granted pursuant to the Security Documents as security for the obligations of the Nurvv Companies under certain financing arrangements (the "**Arrangements**").
- (C) The Nurvv Companies wish to sell the property and assets briefly described in Schedule 2 and secured by the Security Documents ("**Released Property**").
- (D) The Lender has agreed to release the Released Property from the Security Interests created by the Security Documents on the terms of this Deed.
- (E) On 17 August 2023 the Nurvv Companies each entered creditors' voluntary liquidation and the Liquidators were appointed as joint liquidators of both entities by deemed consent procedure.

NOW THIS DEED WITNESSES AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the schedules), unless expressly stated to the contrary (except where the context otherwise requires):

Released Property has the meaning given to that term in Recital (C);

Security Documents means the documents listed in Schedule 1; and

Security Interest means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien or assignment by way of security or other similar claim or encumbrance.

- 1.2 Reference in this Deed to "assets" includes present and future properties, revenues and rights of every description.
- 1.3 Words denoting the singular include the plural and vice-versa and words denoting one gender include all genders.
- 1.4 Clause and Schedule headings are for ease of reference only.

2 RELEASE OF PROPERTY

The Lender as chargee hereby unconditionally and irrevocably:

- 2.1 releases and discharges the Released Property from all Security Interests created by or pursuant to the Security Documents;
- 2.2 re-assigns and, where appropriate, re-conveys the Released Property to the Nurvv Companies;
- 2.3 releases the Nurvv Companies and Nurvv Inc. from any and all covenants and obligations of whatsoever nature and all claims or demands (whether present or future, actual or contingent and whether by guarantee, indemnity or otherwise) under the Security Documents or arising from the Security Interests relating to the Released Property;
- 2.4 authorises any of the Nurvv Companies or their successor(s) in title to give notice (at their own cost and expense) on behalf of the Lender of the releases under this Deed to any person to whom notice of any Security Interest created by or pursuant to the Security Documents in respect of the Released Property was given; and
- 2.5 agrees that the Released Property shall not form part of the "Security Assets" or the "Intellectual Property Collateral" under (and as defined in) the Security Documents.

3 CONTINUING NATURE OF SECURITY

Except as expressly provided in clause 2, nothing in this Deed shall prejudice or affect the continuing nature of the Security Interests constituted by the Security Documents or the covenants and obligations of the Nurvv Companies or rights of the Lender under the Security Documents as regards all property, assets and undertaking secured by the Security Documents other than the Released Property.

4 FURTHER ASSURANCE

The Lender hereby covenants with the Nurvv Companies that it will forthwith upon execution of this Deed and at the request of the Nurvv Companies, sign and execute such further deeds or instruments of release and do such things as it may reasonably require to give effect to clause 2 of this Deed.

5 GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Deed.

6 COUNTERPARTS

This Deed may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

SCHEDULE 1

THE SECURITY DOCUMENTS

1. Debenture dated 17 November 2021 between (1) the Lender and (2) Nurvv Group and (3) Nurvv.
2. Intellectual Property Security Agreement dated 15 December 2021 between (1) the Lender (2) Nurvv Inc (3) Nurvv Limited and (4) Nurvv Group Limited

SCHEDULE 2**THE RELEASED PROPERTY**

1 Registered Trade Marks and applications

| Country/ territory | Mark | Application or registration number | Date of filing / registration | Registrant |
|-------------------------------|-------------|---|--|-------------------|
| Australia | Nurvv/NURVV | 1875627 | 30/04/2018 | Nurvv Limited |
| EU | Nurvv/NURVV | 17235805 | 26/01/2018 | Nurvv Limited |
| UK | Nurvv/NURVV | 00917235805 | 26/01/2018 | Nurvv Limited |
| UK | Nurvv/NURVV | 3202741 | 12/05/2017 | Nurvv Limited |
| US | Nurvv/NURVV | 5415521 | 06/03/2018 | Nurvv Limited |
| US | Nurvv/NURVV | 5415522 | 06/03/2018 | Nurvv Limited |

2 Patents

| Country/te rritory | Publication no | Application no | Patent number | Date of filing | Date of grant | Title |
|-------------------------------|---------------------------|---------------------------|--------------------------|---------------------------|--------------------------|--------------------------------|
| Australia | N/A | 2016231496 | 2016231496 | 20/09/2016 | 04/10/2018 | Smart Armour Material |
| Australia | N/A | 2016253609 | 2016253609 | 03/11/2016 | 11/10/2018 | Smart Armour Dissipation |
| EU | EP 3404388 | EP 3404388 | EP 3404388 | 16/05/2018 | 14/10/2020 | Sensor Pad |
| UK | 2546721 | GB1519575.3 | GB2546721 | 05/11/2015 | 07/07/2020 | Smart Armour Dissipation |
| UK | 2567405 | GB1710445.6 | GB2567405 | 29/06/2017 | 21/06/2022 | FSR (Sealing) |
| USA | US2017/01277 34 | 15-053657 | US10258091 | 25/02/2016 | 16/04/2019 | Smart Armour Dissipation |
| USA | US2017/01277 36 | 15-058698 | US10251433 | 02/03/2016 | 09/04/2019 | Wearable Garment |
| USA | US2019/00535 66 | 15-824150 | US 10524531 | 28/11/2017 | 07/01/2020 | Shoe Inner Sole |
| USA | US2018/03330 98 | 15-984004 | US10835180 | 18/05/2018 | 17/11/2020 | Sensor Pad |

| | | | | | | |
|----------|----------------|-------------------|------------|------------|---------------------|--------------------|
| USA | US2019/0003906 | 16-021773 | US10753811 | 28/06/2016 | 25/08/2020 | FSR (Flexibility) |
| USA | US2019/0003907 | 16-021933 | US10876910 | 28/06/2016 | 18/11/2020 | FSR (Sealing) |
| USA | US2019/0000177 | 16-022096 | US11064758 | 28/06/2018 | 20/07/2021 | FSR (Arrangmnt) |
| USA | US2020/0214596 | 16-239266 | US10939850 | 03/01/2019 | 09/03/2021 | Foot Based Measure |
| USA | US2020/0022449 | 16-513299 | N/A | 16/07/2019 | Expected early 2024 | Sensor Insert |
| USA | US2020/0035388 | 16-520908 | US10943715 | 24/07/2019 | 20/04/2021 | FSR Nanotubes |
| USA | US2021/0217543 | 17-144649 | US11361885 | 09/01/2020 | 14/06/2022 | Moisture Ingress |
| PCT | WO2021/1404/86 | IB/2012/050136 | N/A | 09/01/2021 | N/A | Moisture Ingress |
| PCT - DE | N/A | 11 2021 000 487 5 | N/A | N/A | N/A | Moisture Ingress |
| PCT - GB | N/A | GB2211644.6 | N/A | N/A | N/A | Moisture Ingress |

3 Domain names

| Domain name | Registrar |
|-----------------|-----------------|
| nurvv.co.uk | 123-Reg Limited |
| nurvv.com | 123-Reg Limited |
| nurrv.com | 123-Reg Limited |
| Nurvvcenter.com | 123-Reg Limited |
| nurvvcentre.com | 123-Reg Limited |
| nurvvcyclng.com | 123-Reg Limited |
| nurvvhub.com | 123-Reg Limited |

4. Other assets

Software:-

All rights and title in the software as developed by Nurvv Limited and used to drive the NurvvRun product in both source code, object code and executables with the exclusive rights to onward develop and commercially exploit the same worldwide and in perpetuity.

Stock:-

All inventories of NurvvRun products as of the date of this Deed, held by and in the warehouses of Omni Channel Fulfilment Limited (CRN 10654131) in United Kingdom

IN WITNESS WHEREOF this Deed has been executed as a deed the date first above written.

EXECUTED as a DEED by **IL2 (2018)**)
S.A R.L. a company incorporated in)
Luxembourg, acting by)
Edd Hatfield being a)
person who, in accordance with the)
laws of that territory, is acting under the)
authority of **IL2 (2018) S.A R.L.**

DocuSigned by:
Edd Hatfield
5FF09BE14034401...

.....
Duly authorised signatory

EXECUTED as a DEED by **NURVV**)
LIMITED (IN LIQUIDATION) acting by)
one of its Liquidators, Simon Jagger,)
without personal liability, in the)
presence of:

DocuSigned by:
Simon Jagger
44D7156676514AD...

W Signature
I Name
T Address
N
E
S
C Occupation

DocuSigned by:
Sabrina Choudhury
5604969F6FD745A.....
Sabrina Choudhury
43A Cavendish Road, London,
NW6 7XS
Senior Associate

I confirm that I was physically present when Simon Jagger signed this deed.

EXECUTED as a DEED by **NURVV**)
GROUP LIMITED (IN LIQUIDATION))
acting by one of its Liquidators, Simon)
Jagger, without personal liability, in the)
presence of:

DocuSigned by:
Simon Jagger
44D7156676514AD...

W Signature
I Name
T Address
N
E
S
C Occupation

DocuSigned by:
Sabrina Choudhury
5604969F6FD745A.....
Sabrina Choudhury
43A Cavendish Road, London,
NW6 7XS
Senior Associate

I confirm that I was physically present when Simon Jagger signed this deed.