

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6628076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NURVV INC.	03/29/2021
NURVV LIMITED	03/29/2021
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10943715
Patent Number:	10939850
Patent Number:	10876910
Patent Number:	10835180
Patent Number:	10753811
Patent Number:	10524531
Patent Number:	10258091
Patent Number:	10251433
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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JENNIFER TINDIE
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1348037 TM

NAME OF SUBMITTER:	ALICIA VELLANTE
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	03/29/2021
Total Attachments: 8 source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Nurvv - 2087511#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 29, 2021 by and among (a) **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 acting through its branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (“Bank”) and (b) (i) **NURVV INC.**, a Delaware corporation with an address at Thames House, 5 Church Street, Twickenham, Middlesex, United Kingdom, TW1 3NJ (“US Obligor”) 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 (“UK Obligor”) (US Obligor and UK Obligor are, individually and collectively, jointly and severally, “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor 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 Bank and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Bank.

B. Pursuant to the terms of (i) the Loan Agreement, (ii) that certain Security Agreement by and between US Obligor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Security Agreement”) and (iii) that certain Debenture by and between UK Obligor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Debenture”), Grantor has granted to Bank a security interest in all of Grantor’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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Bank, Grantor grants and pledges to Bank 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the Debenture and the Security Agreement, each of which are hereby incorporated by reference. The provisions of the Loan Agreement, the Debenture and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture, 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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 Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NURVV INC.

DocuSigned by:

Jason Lloyd Roberts

By: Jason Lloyd Roberts

Name: _____

Title: Founder, CEO and Director

NURVV LIMITED

DocuSigned by:

Jason Lloyd Roberts

By: Jason Lloyd Roberts

Name: _____

Title: CEO Founder

BANK:

SILICON VALLEY BANK

DocuSigned by:

Tom Burgess

By: Tom Burgess

Name: _____

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Force Sensitive Resistor	10943715	July 24, 2019
Foot-based Movement Measurement	10939850	January 3, 2019
Force Sensitive Resistor	10876910	June 28, 2018
Sensor Pad for wearable garments	10835180	May 18, 2018
Force sensitive resistor for garments and footwear	10753811	June 28, 2018
Inner sole for a shoe	10524531	November 28, 2017
Structure to absorb, dissipate and measure a force	10258091	February 25, 2016
Wearable garment	10251433	March 2, 2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NURVV	5415521	December 22, 2016
NURVV	5415522	December 22, 2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.