

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8150432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
EMBRAER S.A.	05/02/2022
RECEIVING PARTY DATA	
Name:	ANN ÉVORA ESTRUTURAS EM COMPÓSITOS, S.A.
Street Address:	PARQUE DA INDÚSTRIA AERONÁUTICA DE ÉVORA, LOTE A-I
Internal Address:	HERDADE DE PINHEIRO E CASA BRANCA
City:	ÉVORA
State/Country:	PORTUGAL
Postal Code:	7005-797
Name:	ANN EVORA ESTRUTURAS METÁLICAS, S.A.
Street Address:	PARQUE DA INDÚSTRIA AERONÁUTICA DE ÉVORA, LOTE A-II
Internal Address:	HERDADE DE PINHEIRO E CASA BRANCA
City:	ÉVORA
State/Country:	PORTUGAL
Postal Code:	7005-797
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9327751
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<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:	7038164000
Email:	PTOmail@nixonvan.com
Correspondent Name:	BRYAN H. DAVIDSON
Address Line 1:	NIXON & VANDERHYE P.C.
Address Line 2:	901 NORTH GLEBE ROAD, 11TH FLOOR
Address Line 4:	ARLINGTON, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	BHD-4439-0148
NAME OF SUBMITTER:	BRYAN H. DAVIDSON

SIGNATURE:	/Bryan H. Davidson/
DATE SIGNED:	09/05/2023
Total Attachments: 6 source=09-05-2023_Embraer_License_Agreement#page1.tif source=09-05-2023_Embraer_License_Agreement#page2.tif source=09-05-2023_Embraer_License_Agreement#page3.tif source=09-05-2023_Embraer_License_Agreement#page4.tif source=09-05-2023_Embraer_License_Agreement#page5.tif source=09-05-2023_Embraer_License_Agreement#page6.tif	

License Agreement

May, 2, 2022

Between

EMBRAER, S.A., a company existing under the laws of the Federative Republic of Brazil, enrolled under CNPJ n. ° 07.689.002/0001-89 having its principal place of business at Avenida Brigadeiro Faria Lima, 2170, in the city of São José dos Campos, State of São Paulo, Brazil, herein represented in accordance with its bylaws (the **"Licensor"**),

ANN ÉVORA ESTRUTURAS EM COMPÓSITOS, S.A., a Portuguese company, with registered office at Parque da Indústria Aeronáutica de Évora, lote A-I, Herdade de Pinheiro e Casa Branca, 7005-797 Évora, Portugal, registered before the Commercial Registry Office of Évora and the sole register and tax number 508 612 926, with a share capital of EUR 79,092,755.00, herein represented in accordance with its bylaws (**"ANN Compósitos"** or the **"First Licensee"**) and

ANN ÉVORA ESTRUTURAS METÁLICAS, S.A., a Portuguese company, with registered office at Parque da Indústria Aeronáutica de Évora, Lote A-II, Herdade de Pinheiro e Casa Branca, 7005-797 Évora, Portugal, registered before the Commercial Registry Office of Évora and the sole register and tax number 508622727, with a share capital of EUR 162,143,195.00, herein represented in accordance with its bylaws (**"ANN Metálicas"** or the **"Second Licensee"**).

Licensor and Licensees shall be referred to jointly as the **"Parties"** and, each, individually, where applicable, as a **"Party"**.

The Parties mutually recognize that they have the legal capacity to sign this License Agreement and therefore,

WHEREAS

- I. The Licensor is the sole and exclusive legal owner of the patents and pending applications mentioned in Schedule 1 (**"Patents"**).
- II. The Licensor is a party to the Stock Purchase Agreement dated January 11, 2022 (the **"SPA"**), pursuant to which, the parties to that agreement agreed the conditions of the sale of the shares of the Licensees by Embraer Portugal, S.A. (a corporation existing under the laws of the Portugal, having its principal place of business at Parque da Indústria Aeronáutica de Évora - Lote A-I, Herdade de Pinheiro e Casa Branca, 7005-797 Évora, Portugal) to Aernnova Aerospace, SAU (a corporation existing under the laws of Spain, having its principal place of business at Calle Leonardo da Vinci, 13, Parque Tecnológico de Álava, 01510 Miñano Mayor, Spain).
- III. The Licensor and Embraer Portugal, S.A. have assumed in clause 11.4 of the SPA certain undertakings relating to all Intellectual Property rights including rights



in Patents (other than trademarks) directly related to the Licensees' factory operation activities that, cumulatively (a) are owned by Embraer, the Licensor or any of its Affiliates (as defined in the SPA) on the date of signature of the SPA, as set forth in Schedule 1 attached hereto, and (b) has been used by any of the Licensees in the twenty-four (24) months prior to May 2, 2022, which is owned by the Licensor ("Factory Operation IP").

Therefore, in accordance with the SPA, Licensor licenses to Licensees the Factory Operation IP, subject to the terms and conditions included in the SPA herein reproduced.

CLAUSES

1. Granting of License

- 1.1 Subject to the terms and conditions of the SPA, Licensor hereby grants to the Licensees a ten years license renewable for identical periods of time, worldwide, irrevocable, non-exclusive, transferable (subject to Clause 2), royalty-free right license to use or practice the Factory Operation IP throughout the world for any and all purposes that are solely in connection with the Licensees' business.
- 1.2 For clarity the license granted by the Licensor to the Licensees includes the powers to (i) make, have made, offer for sale, sell, import, distribute, market, repair, service, and otherwise commercialize any products or services of the Licensees' business or (ii) use, practice, distribute, copy, make derivative works of, perform, display, or otherwise exploit any such Factory Operation IP in connection with the Licensees' businesses.
- 1.3 Licensor agrees to sign and execute whatever documents and to carry out whatever actions are necessary to have this license recorded before the competent registries.
- 1.4 Licensees acknowledge the Licensor's right, title and interest in and to the Factory Operation IP and shall not assert any ownership rights to the rights included in the Factory Operation IP.

2. Assignment and sub-licensing

- 2.1 The license rights granted under Clause 1.1 may not be assigned by the Licensees without the prior written consent of Licensor, and any attempted assignment without such consent shall be null and void and of no effect.
- 2.2 In any case, Licensees may assign the rights granted under Section 11.4 of the SPA and under this License Agreement to any Affiliate (as defined in the SPA) of the Licensees or in connection with the sale or other disposition of any applicable business or assets of the Licensees or their Affiliates (as defined in the SPA), provided, however, that any assignee of license rights granted hereunder shall be subject to the same assignment restrictions applicable to the Licensees.

3. Infringement

3.1 Each Party shall promptly give notice in writing to the others in the event that it becomes aware of:

- (a) Any challenge to the validity of the Factory Operation IP;
- (b) Any infringement or suspected infringement of the Factory Operation IP; or
- (c) Any claim that any inventions under the Factory Operation IP, infringes the right of any third party.

4. Ownership and Maintenance, Renewal and Prosecution of the Factory Operation IP

4.1 The Licensor represents and warrants to the Licensees that, on this date:

- (a) it is the rightful owner of the Factory Operation IP;
- (b) it is not aware of any infringement of the Factory Operation IP by any third party and has not received any claim related to the use of the Factory Operation IP.

5. Counterparts

5.1 This Agreement may be executed in three counterparts, all of which will be deemed to be an original copy of this Agreement and all of which, when taken together, shall be considered one and the same agreement.

6. Governing Law and Jurisdiction

6.1 This Agreement shall be governed by, and construed in accordance with, the laws of Portugal.

6.2 Any dispute, controversy or claim arising from or in connection with this Agreement will be settled by arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) in force from time to time, by a panel of three (3) arbitrators selected pursuant to those Rules. Each of the claimant and the defendant will appoint one arbitrator and these two arbitrators will choose the third arbitrator, who will be the chairman of the arbitration panel. The arbitration will be conducted in English and the seat of arbitration will be Lisbon, Portugal. The arbitrator's decision shall be final and binding between the Parties and will include the determination of the costs of the proceeding and its allocation between the Parties. The Parties expressly undertake to comply with the arbitration award finally issued.

7. Costs and Expenses

7.1 Each Party will pay its own costs and expenses in relation to the preparation and execution, completion and implementation of this Agreement.

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8. Notices

- 8.1 All notices, requests and other communications to any Party shall be in writing, in English, and shall be deemed given if sent by hand delivery, air courier or internationally recognized overnight delivery service, or when received in the form of an email and shall be directed to the address set forth below (or at such other address as such Party shall designate by like notice):

For the Licensor:

Fax: Not applicable
E-mail: claudia.pascoal@embraer.com.br
For the attention of CLAUDIA PASCOAL

For the First Licensee:

Fax: Not applicable
E-mail erika.molinillo@aernnova.com
For the attention of Erika Molinillo Marín

For the Second Licensee:

Fax: Not applicable
E-mail hipolito.suarez@aernnova.com
For the attention of Hipólito Suárez Gutiérrez

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IN WITNESS WHEREOF, the Parties have signed this Agreement in three counterparts, which shall together constitute one agreement, on the date first above written.

São José dos Campos, May 2, 2022

EMBRAER S.A.

DocuSigned by:
LUIS CARLOS MARINHO DA SILVA
Name: LUIS CARLOS MARINHO DA SILVA

DocuSigned by:
ANTONIO CARLOS GARCIA
Name: ANTONIO CARLOS GARCIA

Title: Executive Vice President, Operations Title: Executive Vice President, Financial and Investor Relations

ANN ÉVORA ESTRUTURAS EM COMPÓSITOS, S.A

DocuSigned by:
Ricardo Chocarro Melgosa
Name: Ricardo Chocarro Melgosa

DocuSigned by:
Hipólito Suárez Gutiérrez
Name: Hipólito Suárez Gutiérrez

Title: CEO of Aernnova Group Title: General Counsel

ANN ÉVORA ESTRUTURAS METÁLICAS, S.A

DocuSigned by:
Ricardo Chocarro Melgosa
Name: Ricardo Chocarro Melgosa

DocuSigned by:
Hipólito Suárez Gutiérrez
Name: Hipólito Suárez Gutiérrez

Title: CEO of Aernnova Group Title: General Counsel

Witnesses

DocuSigned by:
CLAUDIA PASCOAL
Name: CLAUDIA PASCOAL

DocuSigned by:
Erika Molinillo Marín
Name: Erika Molinillo Marín

Identification n.º: 172.234.438-55 Identification n.º: PAJ557334

**Schedule 1
Factory Operation IP**

PATENT FAMILY	PATENT NUMBER	COUNTRY	STATUS	PATENT TITLE
ASSEMBLIES AND METHODS FOR HANDLING, TRANSPORTING AND/OR POSITIONING COMPONENT PARTS	9327751	USA	Granted	ASSEMBLIES AND METHODS FOR HANDLING, TRANSPORTING AND/OR POSITIONING COMPONENT PARTS
ASSEMBLIES AND METHODS FOR HANDLING, TRANSPORTING AND/OR POSITIONING COMPONENT PARTS	BR102014008191-7	BRAZIL	Granted	ASSEMBLIES AND METHODS FOR HANDLING, TRANSPORTING AND/OR POSITIONING COMPONENT PARTS
ASSEMBLIES AND METHODS FOR HANDLING, TRANSPORTING AND/OR POSITIONING COMPONENT PARTS	2799344 uk	UK	Validated	ASSEMBLIES AND METHODS FOR HANDLING, TRANSPORTING AND/OR POSITIONING COMPONENT PARTS
METHODS FOR PRODUCING CREEP AGE FORMED AIRCRAFT COMPONENTS	102019026612-0	BRAZIL	Filed	METHODS FOR PRODUCING CREEP AGE FORMED AIRCRAFT COMPONENTS
METHODS FOR PRODUCING CREEP AGE FORMED AIRCRAFT COMPONENTS	201911225309.X	CHINA	Filed	METHODS FOR PRODUCING CREEP AGE FORMED AIRCRAFT COMPONENTS
METHODS FOR PRODUCING CREEP AGE FORMED AIRCRAFT COMPONENTS	19213098.7	EPO	Filed	METHODS FOR PRODUCING CREEP AGE FORMED AIRCRAFT COMPONENTS

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