

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8307112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARRIVAL UK LTD	11/13/2023
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
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	D977369
Application Number:	17770767
Application Number:	17778128
Application Number:	17778161
Application Number:	17348988
Application Number:	17293177
Application Number:	18014206
Application Number:	29769846
Application Number:	29774529
Patent Number:	10907727
Patent Number:	11075566
Patent Number:	11353856
Patent Number:	11479408
Patent Number:	11608254
Patent Number:	10994299
Patent Number:	11414152
Patent Number:	11001123
Patent Number:	11529863

CORRESPONDENCE DATA**Fax Number:** (212)291-9868

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.

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

ATTORNEY DOCKET NUMBER:	025754.00001 (RAD)
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NAME OF SUBMITTER:	RAFFAELE A. DEMARCO
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SIGNATURE:	/Raffaele A. DeMarco/
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DATE SIGNED:	12/01/2023
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 13, 2023 (*“Patent Security Agreement”*), made by each of the signatories hereto (the *“Patent 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”*).

W I T N E S S E T H:

WHEREAS, the Patent Grantors are party to a Security Agreement dated as of November 13, 2023 (the *“Security Agreement”*) in favor of the Security Agent, pursuant to which the Patent Grantors are required to execute and deliver this Patent 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 Patent 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 Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce (a) 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 Patent 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 Patents included in the Intellectual Property Collateral, including all Patents now owned or at any time hereafter acquired by any such Patent Grantor, or in which any such Patent 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 Patents included in the Intellectual Property Collateral, including all Patents owned by such Patent Grantor now existing or hereafter acquired, including, without limitation, the Registered and applied-for Patents of such Patent Grantor listed on **Schedule 1** attached hereto and all registrations, applications, divisions, renewals, re-examinations, continuations, continuations-in-part, renewals, reissues, reexaminations and extensions of any of the foregoing, 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);

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

(c) to the extent not covered by **clause (a)**, all causes of action arising prior to, on, or after the date hereof for violation, infringement, or misappropriation of any of the foregoing;

provided, the Patent Collateral shall not include any Excluded Assets (collectively, the “***Patent Collateral***”).

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

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

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

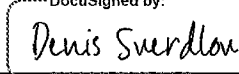
5) This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this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

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

ARRIVAL UK LTD

as a Grantor

By:  DocuSigned by:
90XXXXF9CCE1479...
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 Patent Security Agreement]

Patents

Patents and Patent Applications

Patent	Patent No. (App. No.)	Grant Date (App. Date)	Owner
DESIGN PATENTS			
Bus exterior	D977.369	2023-2-7	Arrival Limited
PATENT APPLICATIONS			
Composite panels and parts	17770767	2020-10-22	Arrival Limited
A wheel arch and wheel arch assembly	17778128	2020-11-19	Arrival UK Ltd
A zero emission vehicle with a skateboard platform or skateboard chassis and a body	17778161	2020-11-18	Arrival UK Ltd
Robotic production environment for vehicles	17348988	2021-06-16	Arrival Limited
Sensor-free force/torque sensing in an articulated electromechanical actuator-driven robot	17293177	2018-11-12	Arrival Limited
A battery module and a vehicle	18014206	2021-07-02	Arrival Limited
High-voltage battery module	29769846	2021-02-08	Arrival Limited
P4 Van	29774529	2021-03-17	Arrival Limited
PATENTS			
Gear selection system and method	10907727	2021-02-02	Arrival Limited
Electric motor	11075566	2021-07-27	Arrival Limited
System and method for flexible manufacturing	11353856	2022-06-07	Arrival Limited

Storage system and associated platform feeder	11479408	2022-10-25	Arrival Limited
Lifting apparatus supported by two wheel automatic guided vehicles	11608254	2023-03-21	Arrival Limited
Two-component adhesive dispenser with mixing unit replacement system	10994299	2021-05-04	Arrival Limited
Two wheel automatic guided vehicles	11414152	2022-08-16	Arrival Limited
Thermal management unit and system	11001123	2021-05-11	Arrival Limited
Two wheel automatic guided vehicles used in combination	11529863	2022-12-20	Arrival Limited