

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8322860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
SILICON VALLEY BANK	09/15/2023

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

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	10258091
Patent Number:	10251433
Patent Number:	10524531
Patent Number:	10835180
Patent Number:	10753811
Patent Number:	10876910
Patent Number:	10943715
Patent Number:	10939850

CORRESPONDENCE DATA**Fax Number:**

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: 07714090519
Email: peter@nurvv.com
Correspondent Name: PETER CASS
Address Line 1: UNIT 6, NEW HORIZONS CT
Address Line 2: RYAN DRIVE, FIRMDALE VILLAGE
Address Line 4: TWICKENHAM, UNITED KINGDOM TW1 2HU

NAME OF SUBMITTER:	PETER CASS
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PATENT

SIGNATURE:	/Peter Cass/
DATE SIGNED:	12/11/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 10 source=Nurvv SVB-HSBC Deed of R 150923#page1.tif source=Nurvv SVB-HSBC Deed of R 150923#page2.tif source=Nurvv SVB-HSBC Deed of R 150923#page3.tif source=Nurvv SVB-HSBC Deed of R 150923#page4.tif source=Nurvv SVB-HSBC Deed of R 150923#page5.tif source=Nurvv SVB-HSBC Deed of R 150923#page6.tif source=Nurvv SVB-HSBC Deed of R 150923#page7.tif source=Nurvv SVB-HSBC Deed of R 150923#page8.tif source=Nurvv SVB-HSBC Deed of R 150923#page9.tif source=Nurvv SVB-HSBC Deed of R 150923#page10.tif	

STEVENS & BOLTON

DATED 15 September 2023

(1) HSBC INNOVATION BANK LIMITED

(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) **HSBC INNOVATION BANK LIMITED** (registered number 12546585), a company incorporated in England and Wales whose registered office is at Alphabeta, 14-18 Finsbury Square, London, United Kingdom, EC2A 1BR ("**Lender**") (previously known as Silicon Valley Bank UK Limited);
- (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**") granted certain Security Interests in favour of Silicon Valley Bank and the Lender.
- (B) The Lender replaced Silicon Valley Bank as Bank in relation to the Security Documents listed in paragraphs 1, 2 and 3 of Schedule 1 pursuant to a transfer implemented under Part VII of the Financial Services and Markets Act 2000.
- (C) The Security Interests were granted pursuant to the Security Documents as security for the obligations of the Nurvv Companies under certain financing arrangements.
- (D) The Nurvv Companies wish to sell the property and assets briefly described in Schedule 2 and secured by the Security Documents ("**Released Property**").
- (E) The Lender has agreed to release the Released Property from the Security Interests created by the Security Documents on the terms of this Deed.
- (F) 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 (D);

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 Interests relating to the Released Property;
- 2.4 authorises the Nurvv Companies to give notice (at its 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", "Intellectual Property Collateral", "Collateral" and/or any other assets charged 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 COSTS

- 5.1 The Nurvv Companies shall, promptly on demand, pay to, or reimburse, the Lender, on a full indemnity basis subject to a maximum of £3,000 (three thousand pounds) plus VAT, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender in connection with the negotiation, preparation and execution of this Deed and any related documents.

5.2 The Nurvv Companies irrevocably and unconditionally authorise and agree to the Lender appropriating, applying or transferring any deposit held by any Nurvv Company credited to an account with the Lender or any part of it in discharge of the whole or any part of the obligations and liabilities of the Nurvv Companies to the Lender whether pursuant to clause 5.1 or otherwise.

6 **THIRD PARTIES**

No express term of this Deed is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

7 **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.

8 **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 29 March 2021 between (1) Silicon Valley Bank (2) Nurvv and (3) Nurvv Group.
2. Intellectual Property Security Agreement dated 29 March 2021 between (1) Silicon Valley Bank (2) Nurvv Inc and (3) Nurvv.
3. Security Agreement dated 29 March 2021 between (1) Silicon Valley Bank (2) Nurvv Inc and (3) Nurvv.
4. Charge over bank accounts dated 28 October 2022 between (1) the Lender and (2) Nurvv.

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	US2019/00039 06	16-021773	US10753811	28/06/2016	25/08/2020	FSR (Flexibility)
USA	US2019/00039 07	16-021933	US10876910	28/06/2016	18/11/2020	FSR (Sealing)
USA	US2019/00001 77	16-022096	US11064758	28/06/2018	20/07/2021	FSR (Arrangmnt)
USA	US2020/02145 96	16-239266	US10939850	03/01/2019	09/03/2021	Foot Based Measure
USA	US2020/00224 49	16-513299	N/A	16/07/2019	Expected early 2024	Sensor Insert
USA	US2020/00353 88	16-520908	US10943715	24/07/2019	20/04/2021	FSR Nanotubes
USA	US2021/02175 43	17-144649	US11361885	09/01/2020	14/06/2022	Moisture Ingress
PCT	WO2021/1404 /86	IB/2012/05013 6	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
nurv.co.uk	123-Reg Limited
nurv.com	123-Reg Limited
nurv.com	123-Reg Limited
Nurvcenter.com	123-Reg Limited
nurvcentre.com	123-Reg Limited
nurvvcycling.com	123-Reg Limited
nurvhub.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 **HSBC**)
INNOVATION BANK LIMITED acting)
by Darren Davidson an authorised)
signatory in the presence of:

DocuSigned by:
Darren Davidson
E20D3803A4A74E2...

DocuSigned by:
Jabeer Massey
B42D6757E18741D
W Signature Jabeer Massey
I Name Jabeer Massey
T Address 6 Green Close
N CM1 7SL
E Essex
S Associate
C Occupation

I confirm that I was physically present when Darren Davidson signed this deed.

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

DocuSigned by:
Simon Jagger
44D7156676514AD...

of:
DocuSigned by:
Sabrina Choudhury
5604969F6FD745A...
W Signature Sabrina Choudhury
I Name Sabrina Choudhury
T Address 43A Cavendish Road, London, NW6
N 7XS
E
S
C Occupation 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...

DocuSigned by:
Sabrina Choudhury
5604969F6FD745A...
W Signature Sabrina Choudhury
I Name Sabrina Choudhury
T Address 43A Cavendish Road, London,
N NW6 7XS
E
S
C Occupation Senior Associate

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