



Registration of a Charge

Company Name: **GARRISON TECHNOLOGY LTD**

Company Number: **09286531**



Received for filing in Electronic Format on the: **18/03/2024**

XCZ4KH7V

Details of Charge

Date of creation: **26/02/2024**

Charge code: **0928 6531 0005**

Persons entitled: **HSBC INNOVATION BANK LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9286531

Charge code: 0928 6531 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2024 and created by GARRISON TECHNOLOGY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2024 .

Given at Companies House, Cardiff on 22nd March 2024


The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

We certify that, save for material redacted pursuant to s859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument. Dated this 18th March 2024. Signed: 

Osborne Clarke LLP, One London Wall, EC2Y 5EB

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of 26 February, 2024 by and between **HSBC INNOVATION BANK LIMITED**, a limited liability company registered in England & Wales with company number 12546585 with its registered office at Alphabeta, 14-18 Finsbury Square, London, United Kingdom, EC2A 1BR (“Lender”) and **GARRISON TECHNOLOGY LTD**, a limited liability company incorporated under the laws of England & Wales with company number 09286531 and its registered address at 117 Waterloo Road, London, England, SE1 8UL (“Grantor”).

RECITALS

A. Lender 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 Amendment & Restatement Agreement by and among, among other parties, Lender and Grantor dated as of even date herewith, relating to a loan agreement originally dated March 23, 2022, as amended by an amendment letter dated August 18, 2022 (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Lender.

B. Pursuant to the terms of the Loan Agreement and that certain Debenture by and between Grantor and Lender 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 Lender 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 Security Assets (as defined in the Debenture).

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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture 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.

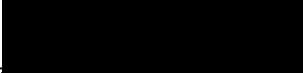
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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:

GARRISON TECHNOLOGY LTD

By: 
Name: David Garfield
Title: Director

LENDER:

HSBC INNOVATION BANK LIMITED


By: 
Name: Jack Wilson
Title: Senior VP

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents and Patent Applications						
Patent Title	Country	Application No.	Applied on Date/ 371(c)	Patent No.	Issue Date	Foreign counterparts
Secure Control of Insecure Device	US	15/053,306	2/25/2016	9973532	5/15/2018	Additional related: GB2536059B; EP3065377B1
Secure Sharing of Storage Resources	US	16/961,488	1/7/2019	11294581	4/5/2022	Additional related: GB2570143B; CN111886573A; JP7244527B2; EP3738024A1; BR112020014044A2; WO2019137876A1
Web Server Security	US	16/333,272	4/27/2018	11444958	9/13/2022	Additional related: GB2559431B; EP3459224B1; WO2018220341A1
Secure Booting of a Computing System Based on Write Request and Power-up Management	US	15/502,315	12/2/2016	10242198	3/26/2019	Additional related: GB2545010B; EP3241144B1; WO2017093533A1; BR112018011231A2 (BR Application Discontinued); CN108604276B; JP6968811B2

EXHIBIT C

US Trademark Summary						
Trademark	Country	App/Reg. No.	App. Filing Date	Status	Reg. Date	Goods/Services
GARRISON	US	App. No. 88079595; Reg. No. 5991997	8/15/2018	Active Registration (Principal Register)	2/18/2020	Classes 09; 42
GARRISON SAVI	US	App. No. 79196429; Reg. No. 5163696	7/5/2016	Active Registration (Principal Register)	3/21/2017	Classes 09; 38; 42
GARRISON SACS	US	App. No. 79326477	5/11/2021	Abandoned	N/A	Classes 09; 42
GARRISON SACS	US	App. No. 79323193; Reg. No. 6926880	5/11/2021	Active Registration (Principal Register)	12/20/2022	Classes 09; 42
GARRISON SACS	US	App. No. 79320864	5/11/2021	Abandoned	N/A	Classes 09; 42
GARRISON ULTRA	US	App. No. 79318036	5/11/2021	Abandoned	N/A	Classes 09; 42
GARRISON ULTRA	US	App. No. 79318022; Reg. No. 7123297	5/11/2021	Active Registration (Principal Register)	8/01/2023	Classes 09; 42
GARRISON	US	App. No. 79358549	07/15/2022	Pending (Principal Register)	N/A	Classes 37, 38, 45

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		