



Registration of a Charge

Company Name: **ARRIVAL UK LTD**

Company Number: **09475811**



XCGTV5NK

Received for filing in Electronic Format on the: **22/11/2023**

Details of Charge

Date of creation: **13/11/2023**

Charge code: **0947 5811 0009**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT (AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **THE INTELLECTUAL PROPERTY BEING: PATENT: BUS EXTERIOR WITH PATENT NO: D977.369; PATENT APPLICATION: COMPOSITE PANELS AND PARTS WITH APPLICATION NO: 17770767, AND THE OTHER INTELLECTUAL PROPERTY AS SPECIFIED IN THE INSTRUMENT.**

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: **I 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: **SULLIVAN & CROMWELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9475811

Charge code: 0947 5811 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2023 and created by ARRIVAL UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2023 .

Given at Companies House, Cardiff on 23rd November 2023

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**

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.

[Remainder of This Page Intentionally Left Blank.]

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: _____

Name: Denis Sverdlov

Title: Director

GLAS TRUST CORPORATION LIMITED
as Security Agent

By: 

Name: Luxman Jegatheeswaran
Title: Head of Transaction Management
Group, UK

PatentsPatents 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