



**Registration of a Charge**

Company Name: **NP AEROSPACE LIMITED**

Company Number: **03472480**



Received for filing in Electronic Format on the: **02/09/2021**

XAC6PJ08

**Details of Charge**

Date of creation: **01/09/2021**

Charge code: **0347 2480 0009**

Persons entitled: **BDC CAPITAL INC.**

Brief description: **TRADEMARK NUMBER UK00915464671 AND THE IP AS DETAILED IN SCHEDULES 1,2,3,4,5 AND 6**

**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: **BROWNE JACOBSON LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3472480

Charge code: 0347 2480 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2021 and created by NP AEROSPACE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2021 .

Given at Companies House, Cardiff on 3rd September 2021

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**

EXECUTION VERSION

**DATED** 1st September **2021**

**NP AEROSPACE LIMITED** (1)

and

**BDC CAPITAL INC.** (2)

---

**INTELLECTUAL PROPERTY RIGHTS CHARGE**

---

brownejacobson

## EXECUTION VERSION

Index

1	Definitions .....	1
2	Interpretation .....	5
3	Covenant .....	7
4	Charging Clause .....	7
5	Redemption .....	7
6	Further Assurance .....	8
7	Future Exploitation .....	10
8	Representations, Warranties and Covenants by the Company .....	11
9	Enforceability .....	15
10	Appointment of Receiver .....	16
11	Power of Attorney .....	17
12	Protection of Third Parties .....	18
13	Protection of the Lender .....	19
14	Indemnity .....	19
15	Other Security .....	20
16	The Lender's Certificate .....	21
17	Assignment .....	21
18	Notices .....	22
19	Miscellaneous .....	23
20	Governing Law and Jurisdiction .....	24
	SCHEDULE 1 .....	25
	SCHEDULE 2 .....	38
	SCHEDULE 3 .....	40
	SCHEDULE 4 .....	41
	SCHEDULE 5 .....	42
	SCHEDULE 6 .....	43

**EXECUTION VERSION**

**THIS DEED** is dated this     1st     day of     September     2021

**BETWEEN**

- (1)     **NP AEROSPACE LIMITED** registered number 03472480, whose registered office is at 473 Foleshill Road, Coventry, West Midlands, CV6 5AQ (the “**Company**”); and
- (2)     **BDC CAPITAL INC.**, a wholly owned subsidiary of Business Development Bank of Canada of 5 Place Ville Marie, Montreal, Quebec H3B 5E7, Canada (the “**Lender**”)

**NOW THIS DEED WITNESSES** as follows

**1     Definitions**

In this Deed the following expressions will have the following meanings unless inconsistent with the context:

<u>Expression</u>	<u>Meaning</u>
“Borrower”	11046896 Canada Inc., a company incorporated in Canada whose registered office is at 24 Swiftsure Court, Suite 2, London, Ontario, N5V 4L1, Canada;
“Copyright Works”	the copyright works listed in <b>Schedule 4</b>
“Deed”	this Deed of Charge and its Schedules
“Designs”	the Unregistered Designs and the registered designs for applications for registered designs and rights of a similar nature, short particulars of which are set out in <b>Schedule 3</b> and all registered designs granted pursuant to such registered design applications
“Exploitation Agreement”	any present and future agreement between the Company and a third party to exploit and utilise any of the Secured Property for that third party to manufacture and/or produce products or provide services using such Secured

Property (including those agreements short particulars of which are set out in Schedule 5)

**“Facility Agreement”**

the \$6,750,000.00 letter of offer between the Borrower, the Company, the Lender and others dated 26 April, 2021, as amended, supplemented, restated or modified from time to time in writing;

**“Guarantee”**

the guarantee entered into on or about the date of this Deed by the Company in favour of the Lender in relation to certain liabilities of the Borrower

**“Intellectual Property Rights”**

all of the Company’s intellectual and industrial property rights of any description whatsoever which are assigned to or licensed to the Company or which have been acquired by or created by the Company prior to the date of this Deed or are acquired by or created by or assigned to or licensed to the Company at any time in the future including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world together with all renewals and extensions

**“Monies and Liabilities”**

all monies and liabilities that are now or shall at any time hereafter be due, owing

or incurred by the Company in favour of the Lender, whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety (including under the Guarantee) or in any way whatsoever, including (before as well as after a demand made or judgement obtained) interest, discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Lender and the Borrower relating to the above

**“Obligations”**

the obligations of the Company under and pursuant to this Deed

**“Patents”**

the patents, applications for patents and rights of a similar nature, short particulars of which are set out in **Schedule 2** and all patents granted pursuant to such patent applications

**“Physical Materials”**

every item of physical material of any description in respect of which Intellectual Property Rights may subsist and in respect of each such item the original copy or version owned by or obtained by the Company and surplus materials associated with the foregoing which shall include without limitation any designs, sketches, calculations, diagrams, computations, source codes, models, computer programs, photographs, books and other records in any medium and any other material of any description in which

Intellectual Property Rights may be incorporated

**“Purchaser”**

any purchaser of or any person who acquires for money or money's worth any of the Secured Property or any security interest or right or any other interest of any nature whatsoever in any of it

**“Receiver”**

any receiver or manager or administrative receiver of the Company

**“Secured Property”**

- (i) the Patents, the Trade Marks, the Designs, the Copyright Works, the Intellectual Property Rights and other related property and rights (including any Intellectual Property Rights) charged by the provisions of this Deed;
- (ii) the goodwill relating to any of the Intellectual Property Rights;
- (iii) all rights and interests of the Company in any Exploitation Agreement and all royalties and income payable under any such agreement;
- (iv) all the Company's right, title and interest throughout the world in the Third Party Rights;
- (v) the Physical Materials;
- (vi) all the plant, machinery and equipment relating to the Intellectual Property Rights or the Third Party Rights or the Physical Materials;
- (vii) the interest of the Company in and to



all proceeds of any insurance policy over any of the property and rights charged by this Deed together with the benefit of any rights of the Company under such policy;

**“Third Party”**

a third party to any Exploitation Agreement executed pursuant to **clause 8** of this Deed

**“Third Party Rights”**

any Intellectual Property Rights of any description whatever which are licensed to the Company now or in the future (including under the terms of the existing licences short particulars of which are set out in **Schedule 6**)

**“Trade Marks”**

the registered and unregistered trade marks, applications for registered trade marks and rights of a similar nature, short particulars of which are set out in **Schedule 1** and all trade marks registrations granted pursuant to such trade mark applications

**“Unregistered Designs”**

the unregistered designs short particulars of which are set out in **Schedule 3, Part 3**

**“Warranties and Undertakings”**

the warranties and undertakings of the Company under or pursuant to this Deed

## **2     Interpretation**

- 2.1     In this Deed the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context admits or requires.
- 2.2     The expression “person” means any individual, firm, body corporate or unincorporated association.
- 2.3     The index and headings to the clauses of and Schedule to this Deed are for convenience only and will not affect its construction or interpretation.

- 2.4 References to a statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it whether made before or after the date of this Deed.
- 2.5 Any reference in this Deed to a clause or Schedule is a reference to a clause of or Schedule to this Deed and references in any Schedule to paragraphs relate to the paragraphs in that Schedule.
- 2.6 The Schedules form part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed will include the Schedules.
- 2.7 Any reference to this Deed or any other agreement or document will be construed as a reference to this Deed or, as the case may be, that other agreement or document, as it may have been, or may from time to time be, amended, varied, supplemented, substituted, novated or assigned.
- 2.8 References to times of the day are to the time in London, England.
- 2.9 Any reference to a “day” or a “Business Day” will mean a period of 24 hours running from midnight to midnight.
- 2.10 Any reference to a “month” is a reference to the period of a calendar month.
- 2.11 Any references to “writing” or “written” includes references to any communication effected by post or any comparable means but not including e-mail or fax.
- 2.12 Any reference to a “year” means a period of 365 days (or, where that period includes a 29th February, 366 days).
- 2.13 Any obligations on a party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted by a third party.
- 2.14 Any sum payable by one party to the other under this Deed will be exclusive of any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.

2.15 Any phrase in this Deed introduced by the term “include”, “including” “in particular” or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.

### **3 Covenant**

The Company covenants with the Lender that the Company shall pay to the Lender when the same shall become due all Monies and Liabilities and discharge all Obligations now or in the future due, owing or incurred by the Company to the Lender.

### **4 Charging Clause**

As a continuing security for the payment of all Monies and Liabilities and the performance of all Obligations and the observance of the Warranties and Undertakings, the Company with full title guarantee hereby:

4.1 charges to the Lender by way of first fixed charge (subject to clause 4.2):

4.1.1 all present and future right, title and interest in and to the Secured Property; and

4.1.2 all present and future rights of action under the Secured Property including without limitation the right to ask for and recover damages in respect of infringements of any of the Secured Property wheresoever or howsoever occurring whether such infringement occurred before or after the date of this Deed and whether or not the Company has commenced proceedings in respect of such infringement.

4.2 assigns by way of security to the Lender all present and future right, title and interest in and to any unregistered Intellectual Property Rights comprising the Secured Property including the Unregistered Designs and the Copyright Works.

### **5 Redemption**

5.1 This Deed shall remain in full force and effect as a continuing security for the Lender notwithstanding any settlement of account or any other act, event or matter whatever until the execution by the Lender of:

5.1.1 an absolute and unconditional release of the Obligations; or

5.1.2 a receipt in respect of the final repayment of all and not part only of the Monies and Liabilities secured hereby.

5.2 Subject to the final repayment to the Lender of the Monies and Liabilities, the Lender shall at the request and cost of the Company discharge this security and re-assign to the Company any of the Secured Property assigned to the Lender.

## **6 Preservation of the Lender's Claims**

Until all claims of the Lender in respect of the Monies and Liabilities and/or all Obligations have been discharged:-

6.1 the Company shall not exercise any right of subrogation or contribution or any other right or remedy which it may have in respect of any sum recovered under this Deed and so that all claims and other rights and remedies it may have against the Borrower (including, except to the extent required by the mandatory provisions of any applicable laws, any right of set-off or counter-claim) shall be subject and subordinate to the prior payment and satisfaction in full to the Lender of all sums and liabilities secured by this Deed;

6.2 the Company shall not be entitled to participate in any security held by the Lender or any money received by the Lender in respect of the Monies and Liabilities and/or all Obligations;

6.3 the Company shall not in competition with or in priority to the Lender make any claim against the Borrower or any co-surety or their respective estates nor make any claim in the insolvency of the Borrower or any co-surety nor take or enforce any security from or against the Borrower or any co-surety;

6.4 any payment received by the Company in breach of Clause 6.2 and any security taken by the Company from the Borrower or any co-surety shall be held in trust for the Lender as security for the Monies and Liabilities and/or all Obligations.

## **7 Further Assurance**

7.1 The Company shall at any time if and when required by the Lender execute:

7.1.1 such further legal or other charges or assignments in favour of the Lender as the Lender shall from time to time require over all or any of the Secured Property; and

7.1.2 any other transfers or documents the Lender may from time to time require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser,

to secure all Monies and Liabilities and Obligations covenanted to be paid or otherwise secured under this Deed or to facilitate the realisation of the Secured Property or the exercise of the powers conferred on the Lender.

7.2 All such further charges, assignments and documents as may be executed in accordance with the provisions of clause 7.1 shall be prepared by or on behalf of the Lender at the cost of the Company and shall contain:

7.2.1 an immediate power of sale without notice;

7.2.2 a clause excluding section 93 and the restrictions contained in section 103 Law of Property Act 1925; and

7.2.3 such other clauses for the benefit of the Lender as the Lender may reasonably require.

7.3 The Company shall properly register in such register or registers and with such authorities as may be available for the purpose, and whether in the United Kingdom or elsewhere, and in such name or names as may be required by the law and practice of the place of registration, such of the following as are capable of registration:

7.3.1 this Deed and any documents required by the Lender pursuant to this Deed;

7.3.2 all licences or other interests relating to the Secured Property; and

7.3.3 all future charges, assignments, documents and assurances made, executed or given pursuant to this Deed.

7.4 If so required by the Lender, the Company shall allow the Lender (at the Company's expense) to make any of the registrations referred to in clause 7.3 and give it all reasonable assistance in relation to such registrations and the Company hereby appoints the Lender as its authorised agent to make

any filings, registrations or renewals at the Patent Office or otherwise as shall be necessary to give effect to **clause 7.3**.

**7.5** The Company acknowledges that the Secured Property is subject to the relevant intellectual property laws (including without limitation as to security) of the jurisdiction in which each part of the Secured Property is registered or exists and accordingly this Deed shall be subject to such amendments and variations as may be required to comply with the law of the relevant jurisdiction and the Company shall:

**7.5.1** execute such amendments, variations, further charges and assignments as may be reasonably required by the Lender to charge the Secured Property in such jurisdictions to the Lender; and

**7.5.2** not oppose or assist any third party to oppose any present or future applications for registration by the Lender in the jurisdictions in which each part of the Secured Property is registered or exists.

## **8 Future Exploitation**

**8.1** Subject to **clause 9.2.7** the Company may enter into Exploitation Agreements in respect of the Secured Property PROVIDED THAT:

**8.1.1** each such Exploitation Agreement shall:

- (a) be made on an arm's length basis on the best reasonably obtainable commercial terms;
- (b) be non-transferable;
- (c) contain terms required by the Lender to protect the rights of the Lender under this Deed (including without limitation the Lender's rights of termination); and
- (d) contain an irrevocable payment direction countersigned by the Third Party requiring payment of all sums payable to the Company by the Third Party pursuant to that Exploitation Agreement to be made to the Company's Lender account nominated by the Lender; and

**8.1.2** the Company undertakes to execute and deliver to the Lender (at the Company's cost and free from any escrow) such form of security

assignment from the Company of all sums payable pursuant to that Exploitation Agreement as the Lender may require and to procure the execution and delivery (free from any escrow) to the Lender a notice of acknowledgement from the Third Party of the said notice of the security assignment in such manner and form as the Lender may require; and

8.1.3 there has been no breach or non-performance by the Company of any of its warranties or obligations hereunder.

## **9 Representations, Warranties and Covenants by the Company**

9.1 The Company represents and warrants to the Lender that:

9.1.1 the Company has and will at all times during the lifetime of this Deed have the necessary power and right to enter into and perform its obligations under this Deed;

9.1.2 this Deed constitutes the Company's legal, valid, binding and enforceable obligations and is a security over the Secured Property in accordance with its terms;

9.1.3 all necessary authorisations and consents to enable or entitle the Company to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed;

9.1.4 each part of the Secured Property is subsisting and is, to the best of the Company's knowledge, understanding and belief, valid;

9.1.5 the Company:

- (a) is properly registered as the sole registered proprietor of the Patents, Registered Trade Marks and Registered Designs;
- (b) is properly the sole applicant in the applications of the Trade Marks, Patents and the Designs;
- (c) has a good title to the Secured Property;
- (d) has not charged or encumbered any part of the Secured Property; and

- (e) has not done or omitted to do any act, matter or thing whereby its title to any part of the Secured Property may be impugned or encumbered;
- (f) has not done or omitted to do any act, matter or thing whereby its registration of any of the patents, registered trade marks or registered designs comprised in the Secured Property may be invalidated in whole or in part and is not aware of any reason that might result in such invalidation; and
- (g) has not done or omitted to do any act, matter or thing whereby the application for registration of any of the patent applications, trade mark applications and registered design applications comprised in the Secured Property may be refused in whole or in part and is not aware of any reason that might result in such refusal;

9.1.6 any and all renewal fees payable in respect of the Secured Property by the date of this Deed have been duly paid;

9.1.7 it has not received any notice from any third party alleging infringement of third party rights by use of any of the Secured Property; and

9.1.8 it is unaware of any infringement relating to any of the Secured Property that is subsisting or that has occurred.

9.2 The Company further covenants with the Lender that the Company shall:

9.2.1 immediately notify the Lender in writing:

- (a) of anything which it has reason to believe may be an infringement of any of the Secured Property;
- (b) of any communication that it receives from any third party alleging that any of the Secured Property or the manufacture, distribution, sale, licensing and/or use by the Company of the subject matter of any of the Secured Property may infringe the intellectual property rights of any third party;



- (c) if the Company becomes aware that the value of any or all of the Secured Property is or might be materially diminished for any reason (including without limitation the emergence of new technology that supersedes or is expected to supersede the Patents);
  - (d) if it proposes to cease exploiting any or all of the Secured Property either itself or by way of Exploitation Agreements;
  - (e) if any claim for entitlement or any application for amendment, revocation or opposition is made in respect of any or all of the Secured Property on any grounds; or
- 9.2.2 promptly pay all prosecution and renewal fees, taxes, fees, licence duties, registration charges, insurance premiums and other outgoings relating to any of the Secured Property and produce to the Lender on demand such evidence of payment as the Lender may require;
- 9.2.3 obtain all necessary certificates, licences, permits and authorisations from time to time required for the protection of the Secured Property;
- 9.2.4 do all in the Company's power and influence to protect and preserve all of the Secured Property (including without limitation prosecuting all applications to grant it, taking proceedings in respect of any infringement of it and defending any claims made relating to such matters or validity of the Secured Property and any infringement action brought against the Company relating to the subject matter of any of the Secured Property);
- 9.2.5 not without the prior written consent of the Lender and subject as provided in clause 8, whether in equity or in law, sell, transfer, dispose of, assign, license or otherwise deal with or part with possession or control of any of the Secured Property or any part of it or any interest in it (or attempt to do any of those things) or directly or indirectly create or permit there to exist any security, interest or lien or other encumbrance whatever in them;
- 9.2.6 not allow any counterclaim or set-off in respect of any sum payable in relation to any of the Secured Property;

- 9.2.7 not enter into Exploitation Agreements without the prior written consent of the Lender (which consent may be withheld at the Lender's absolute discretion) and to supply the Lender with a copy of each Exploitation Agreement entered into by the Company;
- 9.2.8 not amend, modify, vary or waive any of the Company's rights under or pursuant to any Secured Property without the prior written consent of the Lender;
- 9.2.9 conduct and carry on its business in a proper, efficient and business-like manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;
- 9.2.10 not do or cause or permit to be done anything which may in any way prejudice the value to the Lender of the Secured Property;
- 9.2.11 within seven days of request deliver to, or to the order of, the Lender all Physical Materials, copies of all documents, manuals, instruction books and other documentation required or necessary to exploit or maintain the Secured Property;
- 9.2.12 maintain the Physical Materials in good and serviceable condition (fair wear and tear excepted) and to ensure that they are used, handled and maintained only by persons properly qualified and to ensure that they are only used for the purpose for which the Physical Materials are suitable and maintain all plant, machinery, fixtures and fittings and other effects relating to the Secured Property in good repair and condition;
- 9.2.13 permit any persons designated by the Lender at all reasonable times to inspect and examine the Physical Materials and the records maintained in connection with them;
- 9.2.14 maintain insurances on and in relation to the Secured Property with reputable underwriters or insurers against all risks for its full replacement value and otherwise to such extent as is usual for companies carrying on a business as that carried on by the Company and to ensure that the Lender's interest is noted on each policy and the Company agrees that in the event of failure on the part of the

Company to pay any premium in respect of any such policies the Lender may pay such premium itself or effect such new policies of insurance and the amount of the premiums and all costs and expenses relating to the payment of such premiums and all such new policies of insurance shall be repaid by the Company and until so repaid shall form part of the Monies and Liabilities;

9.2.15 not permit any application or the registration of any of the Secured Property to be abandoned or to be cancelled or to lapse or any licence agreement in respect of the Third Party Rights to be terminated or rescinded or lapse other than by expiry of time.

## **10 Enforceability**

10.1 The security constituted by this Deed shall become enforceable and the Lender may exercise all the powers on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Deed without further notice to the Company upon and at any time after the occurrence of any of the following events:

10.1.1 If the Company has failed to pay all or any of the amounts due in accordance with clause 3;

10.1.2 If there has been a breach by the Borrower of any term of the Facility Agreement or any other agreement entered into from time to time between the Lender and the Borrower;

10.1.3 Any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;

10.1.4 Any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person to wind up or dissolve the Company or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to the Company or any part of its undertaking or assets;

10.1.5 The making of a request by the Company for the appointment of a receiver or administrator;

10.1.6 The Company breaches any of the terms of the Obligations.

10.2 The Lender shall on receipt of any proceeds resulting from any enforcement action carried out by the Lender or any Receiver or any of their respective agents or delegates under this Deed apply the same in or towards repayment of the Monies and Liabilities then outstanding. The Lender shall be entitled to the repayment of all costs and charges it incurs in connection with such action.

10.3 If, on enforcement of this Deed, there shall remain any sum of money after all Monies and Liabilities have been paid in full, such sum of money shall be remitted to the Company or other person entitled to it.

10.4 Section 103 Law of Property Act 1925 and the restriction contained in section 93 Law of Property Act 1925 shall not apply to the security created by this Deed.

10.5 Any monies received from any insurance in respect of loss or damage to the Secured Property shall, as the Lender requires, either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Lender in or towards payment of the Monies and Liabilities or such part or parts thereof as the Lender requires.

10.6 The Lender shall not be obliged before taking steps to enforce any of its rights and remedies under this Deed:

10.6.1 to take any action or obtain judgment in any court against the Borrower or any other person; or

10.6.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or

10.6.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person.

## **11 Appointment of Receiver**

11.1 The Lender may, at any time after this security shall have become enforceable or at the request of the Company, appoint in writing a Receiver

of the Secured Property or any part or parts thereof upon such terms as to remuneration and otherwise as it shall think fit and may from time to time remove any Receiver and appoint another in his or their stead.

11.2 If a Receiver is appointed, such Receiver shall be the agent of the Company and the Company shall (subject as otherwise provided by law) alone be personally liable for the remuneration, costs and expenses of the Receiver and the acts and defaults of the Receiver, who shall have the power to:

11.2.1 take possession of, get in and enforce the Secured Property;

11.2.2 take any steps that may be necessary or desirable to effect compliance with any or all of the Obligations and to carry on, manage or concur in carrying on and managing the business of the Company or any part of the same in relation to the Secured Property, and for any of those purposes to raise or borrow from the Lender or otherwise any money that may be required upon the security of the whole or any part of the Secured Property;

11.2.3 institute proceedings and sue in the name of the Company and to appoint managers, agents, servants and workmen at such salaries as the Receiver may determine;

11.2.4 sell or license, or concur in selling or licensing the Secured Property and the interest of the Company in any Exploitation Agreement or otherwise deal therewith and on such terms in the interest of the Lender as the Receiver thinks fit; and

11.2.5 make any arrangement or compromise and enter into any contract or do any other act or make any omission which it shall think expedient in the interest of the Lender and to do any other act or thing which a Receiver appointed under the Law of Property Act 1925 or the Insolvency Act 1986 would have the power to do subject to the provisions of this Deed.

## **12 Power of Attorney**

12.1 The Company by way of security hereby irrevocably appoints the Lender and the persons deriving title under it severally to be its attorney and to act in

its name and on its behalf to do such things or execute and complete any transfers or other documents which the Lender may require:

12.1.1 for perfecting title to or for vesting the Secured Property in the Company or the Lender or its nominees or in any Purchaser;

12.1.2 to make any amendment, alteration or addition to the Secured Property;

12.1.3 to take or defend proceedings involving the Secured Property or its subject matter including without limitation infringement, revocation, opposition and entitlement claims;

12.1.4 for the maintenance and entering into of any Exploitation Agreement or any agreement in respect of the Third Party Rights; and

12.1.5 otherwise generally to sign, seal and deliver and otherwise perfect any such transfers or other documents and any such legal or other charges or assignments over the Secured Property required by the Lender and all such deeds and documents and do all such acts and things as may be required for the full exercise of the powers hereby conferred, including without limitation any sale or other disposition, realisation or getting in by the Lender or its nominees of the Secured Property.

12.2 This appointment shall operate as a general power of attorney made under section 10 Powers of Attorney Act 1971. The Company hereby covenants with the Lender to ratify and confirm any deed, document, act and thing and all transactions which any such attorney may lawfully execute or do.

### **13 Protection of Third Parties**

13.1 No Purchaser from the Lender or any Receiver or other person dealing with the Lender or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the Monies and Liabilities remain outstanding, or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of a Purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.

13.2 The receipt of the Lender or any Receiver shall be an absolute and conclusive discharge to a Purchaser and shall relieve such person of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

**14 Protection of the Lender**

14.1 Neither the Lender nor any Receiver shall be liable in respect of any loss or damage that arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers.

14.2 Without prejudice to the generality of clause 14 above, entry into possession of the Secured Property or any part of it shall not render the Lender or any Receiver liable to account as chargee in possession and if and whenever the Lender or any Receiver enters into possession of the Secured Property or any part of it, the Lender or any Receiver shall be entitled at any time at its discretion to go out of such possession.

14.3 If the Lender receives notice of any subsequent charge or interest affecting all or any of the Secured Property, it may open a new account or accounts for the Company in its books and if it does not do so then (unless it gives express written notice to the contrary to the Company) as from the time of receipt of such notice by the Lender all payments made by the Company to the Lender (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Monies and Liabilities.

**15 Indemnity**

15.1 The Company will fully indemnify the Lender and any Receiver appointed hereunder when the same shall become due from and against any expense (including legal fees on a full indemnity basis), loss, fees (including registration fees), damage or liability which the Lender or, as the case may be, any Receiver may incur in connection with the negotiation, preparation, execution, modification, amendment, release and/or enforcement or attempted enforcement of, or preservation of the Lender's (or any Receiver's) rights under, this Deed or in relation to any of the Secured Property, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of

this Deed or in consequence of any payment being made pursuant to this Deed (whether made by the Company or a third person) being impeached or declared void for any reason whatsoever.

15.2 The Company undertakes to indemnify, keep indemnified and hold harmless the Lender from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Lender incurs or suffers as a result of any breach or non-performance by the Company of any of the Company's undertakings, warranties or obligations under this Deed.

15.3 The Company shall indemnify the Lender in full for any loss, expense or injury incurred by the Lender in any claim:

15.3.1 that any of the Secured Property infringes the intellectual property rights of any third party;

15.3.2 that any of the Secured Property is wholly or partially invalid or held to be unenforceable by or not the property of the Company; or

15.3.3 that the Company is in breach of any of its warranties under clause 9.

## **16 Other Security**

16.1 This security is in addition to, and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security interest, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) from the Company or any other person in respect of the Monies and Liabilities or otherwise.

16.2 The powers that this Deed confers on the Lender or any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Lender or the Receiver deems appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person



in any transaction, scheme or arrangement whatsoever. The Company acknowledges that the respective powers of the Lender and the Receiver will in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

16.3 If the Lender reasonably considers that any amount paid or any other settlement by the Company in respect of the Monies and Liabilities is capable of being avoided or set aside on the liquidation or administration of the Company or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid or settlement have been made (as the case may be).

16.4 Any settlement or discharge between the Company and the Lender shall be conditional upon no security or payment to the Lender by the Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the Lender's other rights hereunder) the Lender shall be entitled to recover from the Company the value which the Lender has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred.

## **17 The Lender's Certificate**

Any certificate or determination of the Lender as to the amount of any Monies and Liabilities or, without limitation, any other matter provided for in this Deed shall, in the absence of manifest error, be conclusive and binding on the Company.

## **18 Assignment**

The Lender may at any time assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the Company under or in connection with this Deed) or delegate the burden of this Deed or otherwise sub-contract, mortgage, charge or otherwise transfer or hold on trust any or all of its rights and obligations under this Deed. The Company may not assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by either party under or in connection with this Deed) or delegate the burden of this Deed or otherwise transfer or hold on trust for any other person any or all of its rights and obligations under this Deed.

## **19     Appointment of Process Agent**

- 19.1     The Lender hereby agrees with the Company to appoint within 45 days of the date of this Deed an entity or person as its agent to accept service of process in England and Wales in any legal action or proceedings arising out of this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by the Lender.
- 19.2     The Lender shall inform the Company in writing of any change of address of a process agent appointed by them pursuant to Clause 19.1 within 5 Business Days of such change.
- 19.3     If the process agent appointed by the Lender pursuant to Clause 19.1 ceases to be able to act as such or to have an address in England and Wales, the Lender irrevocably agrees to appoint a new process agent in England and Wales and within 5 Business Days to deliver to the other parties a copy of a written acceptance of appointment by the process agent.
- 19.4     Nothing in this deed shall affect the right to serve process in any other manner permitted by law or the right to bring proceedings in any other jurisdiction for the purposes of the enforcement or execution of any judgment or other settlement in any other courts.

## **20     Notices**

- 20.1     Any notice, demand or communication in connection with this Deed will be in writing and may be delivered by hand, first class post, Special Delivery post (but not by e-mail or facsimile), addressed to the recipient at its registered office or its address as the case may be stated in clause 20.3 below (or such other address or person which the recipient has notified in writing to the sender in accordance with this clause 20, to be received by the sender not less than seven (7) Business Days before the notice is despatched).
- 20.2     The notice, demand or communication will be deemed to have been duly served:
- 20.2.1 if delivered by hand, at the time of delivery; or

20.2.2 if delivered by first class post or Special Delivery post, 48 hours after being posted or in the case of Airmail fourteen (14) days after being posted (excluding days other than Business Days),

provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next following Business Day.

20.3 The addresses for the parties are as follows:

NP AEROSPACE LIMITED

BDC CAPITAL INC.

473 Foleshill Road, Coventry, West  
Midlands, CV6 5AQ

148 FULLARTON STREET, SUITE 1000  
LONDON, ONTARIO N6A 5P3 CANADA

## 21 **Miscellaneous**

21.1 No failure or delay by the Lender in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise or the same, or of some other right, power or remedy.

21.2 If any clause or part of this Deed is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Deed and will be ineffective without, as far as is possible, modifying any other clause or part of this Deed and this will not affect any other provisions of this Deed which will remain in full force and effect.

21.3 The Company hereby irrevocably appoints any successors or assigns of the Lender to be its attorney in the terms and for the purposes set out in clause 12 above.

21.4 The parties to this document intend it to be a deed, and agree to execute and deliver it as a deed.

## **22     Governing Law and Jurisdiction**

- 22.1     The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed will be governed by the law of England and Wales.
- 22.2     Subject to **clause 22.3**, the courts of England and Wales will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Deed. The parties irrevocably agree to submit to that jurisdiction.
- 22.3     The agreement contained in **clause 22.2** above is included for the benefit of the Lender. Accordingly, the Lender retains the right to bring proceedings in any other court of competent jurisdiction. The Company irrevocably waives any objection to, and agrees to submit to, the jurisdiction of such other courts.
- 22.4     The Company irrevocably agrees that a judgement or order of any court referred to in this clause is conclusive and binding upon it and may be enforced against it in the courts of any other jurisdiction.

**IN WITNESS** whereof this document has been executed and delivered as a deed on the date stated at the beginning of this document.

**COMPANY**

**EXECUTED as a DEED by  
NP AEROSPACE LIMITED  
acting by**

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
Director

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
Director/Secretary



**LENDER**

**EXECUTED as a DEED by  
BDC CAPITAL INC. acting by  
two authorised signatories:**

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
Authorised signatory

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
Authorised signatory

**SCHEDULE 1****PART 1 - The Registered Trade Marks**

<b>Country</b>	<b>Mark</b>	<b>Number</b>	<b>Date</b>	<b>Class</b>	<b>Goods</b>
United Kingdom		UK00915464671	22/09/2016	12, 17	<p>12 - Armoured vehicles, military vehicles, ballistic resistant armour bodies, panels and shields, all for vehicles; panels and components, all for vehicles, all comprising fibre or fabric reinforced plastics material.</p> <p>17 - Fibre or fabric reinforced polymer materials and components made therefrom; fibre or fabric reinforced polymer products, all in sheet, rods, or block form, ballistic resistant armour comprising polymeric sheets; ballistic resistant armour comprising fibre or fabric reinforced polymer materials; semi-processed fibre or fabric reinforced plastics materials.</p>
United Kingdom		UK00915464647	22/09/2016	9, 17	<p>9 - Protective clothing, including body suits, vests, jackets, limb protectors and neck protectors; protective headgear, including helmets and visors; shields for protecting the body against injury; hand held protective shields; body armour, combat body armour, anti-</p>

ballistic body  
armour; bullet-  
proof vests, jackets  
and suits; clothing  
and headgear for  
protection against  
blast, projectiles,  
bullets and  
shrapnel;  
protective clothing  
and headgear for  
use in bomb  
disposal and mine  
clearance  
operations; parts,  
fittings and  
accessories for the  
aforesaid goods.

17- Fibre or fabric  
reinforced polymer  
materials and  
components made  
therefrom; fibre or  
fabric reinforced  
polymer products,  
all in sheet, rods,  
or block form,  
ballistic resistant  
armour comprising  
polymeric sheets;  
ballistic resistant  
armour comprising  
fibre or fabric  
reinforced polymer  
materials; semi-  
processed fibre or  
fabric reinforced  
plastics materials.

United  
Kingdom



UK00903328051 31/03/2005

9, 25,  
28

9 - Protective  
clothing, including  
body suits, vests,  
jackets, limb  
protectors and neck  
protectors;  
protective  
headgear, including  
helmets and visors;  
body armour,  
combat body  
armour, anti-  
ballistic body  
armour; bullet-  
proof vests, jackets  
and suits; clothing  
and headgear for

protection against blast, projectiles, bullets and shrapnel; protective clothing and headgear for use in bomb disposal and mine clearance operations; parts, fittings and accessories for the aforesaid goods.

25 - Clothing and headgear.

28 - Toys, games and playthings; model soldiers and toy soldiers, and parts fittings, clothing, headgear and accessories therefor.

United Kingdom	NP AEROSPACE	UK00003577687	14/05/2021	9, 12, 17, 37	9 - Protective clothing, including body suits, vests, jackets, limb protectors and neck protectors; protective headgear, including helmets and visors; body armour, combat body armour, anti-ballistic body armour; bullet-proof vests, jackets and suits; clothing and headgear for protection against blast, projectiles, bullets and shrapnel; protective clothing and headgear for use in bomb disposal and mine clearance operations; parts, fittings and accessories for the aforesaid goods. .
----------------	--------------	---------------	------------	---------------	---



12 - Vehicles; armoured vehicles; military vehicles; ballistic resistant armour bodies, panels and shields, all for vehicles; panels and components, all for vehicles, all comprising fibre or fabric reinforced plastics material.

17 - Fibre or fabric reinforced polymer materials and components made therefrom; fibre or fabric reinforced polymer products, all in sheet, rods, or block form;; ballistic resistant armour comprising polymeric sheets; ballistic resistant armour comprising fibre or fabric reinforced polymer materials; semi-processed fibre or fabric reinforced plastics materials. .

37 - Maintenance of vehicles; refurbishment of vehicles; repair of vehicles.

United  
Kingdom



UK00915464621 23/05/2016 9, 17

9 - Protective clothing, including body suits, vests, jackets, limb protectors and neck protectors; protective headgear, including helmets and visors; body armour, combat body armour, anti-ballistic body armour; bullet-proof vests, jackets and suits; clothing and headgear for

protection against blast, projectiles, bullets and shrapnel; protective clothing and headgear for use in bomb disposal and mine clearance operations; parts, fittings and accessories for the aforesaid goods.

17 - Fibre or fabric reinforced polymer materials and components made therefrom; fibre or fabric reinforced polymer products, all in sheet, rods, or block form, ballistic resistant armour comprising polymeric sheets; ballistic resistant armour comprising fibre or fabric reinforced polymer materials; semi-processed fibre or fabric reinforced plastics materials.

EU	ariDri	EU009849092	1/09/2011	9, 23, 24	9 - Protective clothing, footwear and headgear; body armour; protective clothing made from ballistic-resistant and/or penetration-resistant materials; and part, fittings and accessories for all the aforesaid goods. 23 - Yarns and threads; yarns and threads for manufacture of woven, non-woven and/or composite materials, including ballistic-resistant and/or penetration-resistant materials
----	--------	-------------	-----------	-----------	--

						for use in protective clothing, footwear and headgear.
						24 - Textiles; woven, non-woven and composite textiles and fabrics, including ballistic-resistant and/or penetration-resistant textiles and fabrics for use in protective clothing, footwear and headgear.
EU		EU015464671	22/09/2016	12, 17	12 - Armoured vehicles; military vehicles; ballistic resistant armour bodies, panels and shields, all for vehicles; panels and components, all for vehicles, all comprising fibre or fabric reinforced plastics material. 17 - Fibre or fabric reinforced polymer materials and components made therefrom; fibre or fabric reinforced polymer products, all in sheet, rods, or block form, ballistic resistant armour comprising polymeric sheets; ballistic resistant armour comprising fibre or fabric reinforced polymer materials; semi-processed fibre or fabric reinforced plastics materials.	
EU	HiFlex	EU009849183	1/09/2011	9, 23, 24	9 - Protective clothing, footwear and headgear; body armour; protective clothing made from ballistic-resistant and/or penetration-resistant materials;	

and part, fittings and accessories for all the aforesaid goods.

23 - Yarns and threads; yarns and threads for manufacture of woven, non-woven and/or composite materials, including ballistic-resistant and/or penetration-resistant materials for use in protective clothing, footwear and headgear.

24 - Textiles; woven, non-woven and composite textiles and fabrics, including ballistic-resistant and/or penetration-resistant textiles and fabrics for use in protective clothing, footwear and headgear.

EU



EU015464647

22/09/2016

9, 17

9 - Protective clothing, including body suits, vests, jackets, limb protectors and neck protectors; protective headgear, including helmets and visors; shields for protecting the body against injury; hand held protective shields; body armour, combat body armour, anti-ballistic body armour; bullet-proof vests, jackets and suits; clothing and headgear for protection against blast, projectiles, bullets and shrapnel; protective clothing

EU



EU003328051


31/03/2005

9, 25,  
28

and headgear for use in bomb disposal and mine clearance operations; parts, fittings and accessories for the aforesaid goods.

17 - Fibre or fabric reinforced polymer materials and components made therefrom; fibre or fabric reinforced polymer products, all in sheet, rods, or block form, ballistic resistant armour comprising polymeric sheets; ballistic resistant armour comprising fibre or fabric reinforced polymer materials; semi-processed fibre or fabric reinforced plastics materials.

9 - Protective clothing, including body suits, vests, jackets, limb protectors and neck protectors; protective headgear, including helmets and visors; body armour, combat body armour, anti-ballistic body armour; bullet-proof vests, jackets and suits; clothing and headgear for protection against blast, projectiles, bullets and shrapnel; protective clothing and headgear for use in bomb disposal and mine clearance operations; parts, fittings and

						accessories for the aforesaid goods.
						25 - Clothing and headgear.
						28 - Toys, games and playthings; model soldiers and toy soldiers, and parts fittings, clothing, headgear and accessories therefor.
EU	odorBan	EU009849118	1/09/2021	9, 23, 24	9	- Protective clothing, footwear and headgear; body armour; protective clothing made from ballistic-resistant and/or penetration- resistant materials; and part, fittings and accessories for all the aforesaid goods.
						23 - Yarns and threads; yarns and threads for manufacture of woven, non-woven and/or composite materials, including ballistic-resistant and/or penetration- resistant materials for use in protective clothing, footwear and headgear.
						24 - Textiles; woven, non-woven and composite textiles and fabrics, including ballistic- resistant and/or penetration- resistant textiles and fabrics for use in protective clothing, footwear and headgear.
EU		EU015464621	22/09/2016	9, 17	9	- Protective clothing, including body suits, vests, jackets, limb protectors and neck protectors;

protective headgear, including helmets and visors; body armour, combat body armour, anti-ballistic body armour; bullet-proof vests, jackets and suits; clothing and headgear for protection against blast, projectiles, bullets and shrapnel; protective clothing and headgear for use in bomb disposal and mine clearance operations; parts, fittings and accessories for the aforesaid goods.  
17 - Fibre or fabric reinforced polymer materials and components made therefrom; fibre or fabric reinforced polymer products, all in sheet, rods, or block form, ballistic resistant armour comprising polymeric sheets; ballistic resistant armour comprising fibre or fabric reinforced polymer materials; semi-processed fibre or fabric reinforced plastics materials.  
9 - Protective clothing, footwear and headgear; body armour; protective clothing made from ballistic-resistant and/or penetration-resistant materials; and part, fittings and accessories for all the aforesaid goods.

EU                      solJect                      EU009849027                      01/09/2011                      9, 23, 24

EU	triHeat	EU009849142	1/09/2011	9, 23, 24	23 - Yarns and threads; yarns and threads for manufacture of woven, non-woven and/or composite materials, including ballistic-resistant and/or penetration-resistant materials for use in protective clothing, footwear and headgear.
					24 - Textiles; woven, non-woven and composite textiles and fabrics, including ballistic-resistant and/or penetration-resistant textiles and fabrics for use in protective clothing, footwear and headgear.
					9 - Protective clothing, footwear and headgear; body armour; protective clothing made from ballistic-resistant and/or penetration-resistant materials; and part, fittings and accessories for all the aforesaid goods.
					23 - Yarns and threads; yarns and threads for manufacture of woven, non-woven and/or composite materials, including ballistic-resistant and/or penetration-resistant materials for use in protective clothing, footwear and headgear.
					24 - Textiles; woven, non-woven and composite textiles and fabrics,



including ballistic-resistant and/or penetration-resistant textiles and fabrics for use in protective clothing, footwear and headgear.

**PART 2 - The Registered Trade Mark Applications**

NONE.

**PART 3 - The Unregistered Trade Marks**

Country of Reputation	Mark	Class of Goods
-----------------------	------	----------------

NONE.

**SCHEDULE 2****PART 1 - The Patents**

**Patent Number                      Country                      Priority Date                      Date of Last Renewal**

<b>Patent / Registration No</b>	<b>Country</b>	<b>Registration date</b>	<b>Date of Last Renewal</b>
2404739	Canada	27/01/2004	24/07/2021
151684	Israel	30/06/2012	Pre 2019
8215223	U S A	10/07/2012	10/01/2020
1409948	E P O	15/08/2007	00/01/1900
1409948	France	15/08/2007	31/07/2021
60221849.7	Germany	15/08/2007	31/07/2021
6912944	U S A	05/07/2005	Pre 2019
1409948	United Kingdom	15/08/2007	31/07/2021
2500619	Canada	10/07/2012	11/03/2021
173319	Israel	25/06/2013	Pre 2019
7562612	U S A	21/07/2009	21/01/2021
2878321	Canada	02/01/2018	19/07/2021
2877808	E P O	03/06/2015	31/07/2021
	Denmark		31/07/2021
	France		31/07/2021
	Greece		31/07/2021
	Italy		31/07/2021
	Netherlands		31/07/2021
	Turkey		19/07/2021
236576	Israel	31/12/2018	Pre 2019
14/416256	U S A	03/07/2018	00/01/1900
2504497	United Kingdom	30/07/2014	31/07/2021
2878318	Canada	11/09/2018	19/07/2021
2877809	Denmark	16/11/2016	31/07/2021
2877809	E P O	16/11/2016	00/01/1900
2877809	France	16/11/2016	31/07/2021
2877809	Germany	16/11/2016	31/07/2021
236575	Israel	31/05/2018	Pre 2019
2877809	Poland	16/11/2016	19/07/2021
2877809	The Netherlands	16/11/2016	31/07/2021
2877809	Turkey	16/11/2016	19/07/2021
14/416237	U S A	06/03/2018	06/09/2021
2877809	United Kingdom	16/11/2016	31/07/2021
1533587	E P O	18/04/2007	00/01/1900
1533587	France	18/04/2007	30/11/2020
1533587	Germany	18/04/2007	30/11/2020
1533587	Italy	18/04/2007	30/11/2020

1533587	Poland	18/04/2007	19/11/2020
1533587	Spain	18/04/2007	30/11/2020
1533587	Sweden	18/04/2007	30/11/2020
1533587	The Netherlands	18/04/2007	30/11/2020
8201279	U S A	19/06/2012	19/12/2019
7430768	U S A	07/10/2008	07/04/2020
1533587	United Kingdom	18/04/2007	30/11/2020
8479313	U S A	09/07/2013	09/01/2021
8454082	U S A	04/06/2013	04/12/2020
2480081	United Kingdom	29/10/2014	31/05/2021
2902281	Canada	16/01/2018	05/03/2021
2972057	E P O	18/09/2014	31/03/2021
	Germany		31/03/2021
	Denmark		31/03/2021
	France		31/03/2021
	UK		31/03/2021
	Netherlands		31/03/2021
240942	Israel	31/01/2019	Pre 2019
9846013	U S A	19/12/2017	19/06/2021
2511870	United Kingdom	11/02/2015	13/03/2019
2534189	United Kingdom	11/01/2017	09/01/2021

## PART 2 - The Patent Applications

NONE.

**SCHEDULE 3****PART 1 - The Registered Designs**

<b>Registered Number</b>	<b>Design</b>	<b>Country</b>	<b>Priority Date</b>	<b>Date of Renewal</b>
90000721110001	Protective helmets	United Kingdom	5/09/2003	5/09/2023
90000900480001	Air cooling apparatus	United Kingdom	21/10/2003	21/10/2023
000072111	Protective helmets	Designated countries	EU 5/09/2003	5/09/2003
000090048	Air cooling apparatus	Designated countries	EU 21/10/2003	21/10/2023

**PART 2 - The Registered Design Applications**

NONE.

**PART 3 - The Unregistered Designs**

<b>Design</b>	<b>Country</b>	<b>Date</b>
---------------	----------------	-------------

NONE.

**SCHEDULE 4**

**The Copyright Works**

<b>Description of Copyright Work</b>	<b>Author of Work</b>	<b>Date</b>
<b>NONE.</b>		

**SCHEDULE 5**  
**Exploitation Agreements**

**NONE.**

**SCHEDULE 6**  
**Third Party Rights**

<b>Agreement</b>	<b>License</b>	<b>Date</b>
<b>Licence Amendment No. 3, OIL/7/1/NPAE/0001/4,</b>	<b>Ceramic armour Technology</b>	<b>10<sup>th</sup> July 2019</b>