

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaltura, Inc.		07/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Venture Finance LLC		
Street Address:	245 Park Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3966610	KALTURA	
Registration Number:	3668205	KALTURA	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	021433.0129		
NAME OF SUBMITTER:	Nam H. Huynh		

OP \$65.00 3966610

Signature:	/Nam H. Huynh/
Date:	07/17/2012
Total Attachments: 7 source=IP Security Agreement (5)#page1.tif source=IP Security Agreement (5)#page2.tif source=IP Security Agreement (5)#page3.tif source=IP Security Agreement (5)#page4.tif source=IP Security Agreement (5)#page5.tif source=IP Security Agreement (5)#page6.tif source=IP Security Agreement (5)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 6, 2012 by and between ORIX Venture Finance LLC (“ORIX”) and Kaltura, Inc., a Delaware corporation, (“Grantor”), with reference to the following facts:

ORIX and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

A. Pursuant to the Loan Agreement, ORIX has required Grantor to grant to ORIX a security interest, subject to Permitted Liens, in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein);

B The execution and delivery of this Agreement by Grantor is a condition precedent to the making of any Loans and any other financial accommodations by ORIX under the Loan Agreement.

Grantor and ORIX agree as follows:

1. To secure performance of all of its “Obligations”, Grantor grants to ORIX a security interest, subject to Permitted Liens, in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to which Grantor is the licensee of any of the foregoing; provided that notwithstanding anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of ORIX with respect to Grantor’s interest in any such license agreements, if the granting of a security interest therein by Grantor is prohibited by the terms and provisions of such license agreement; provided, further however, that if and when the prohibition which prevents the granting by Grantor to ORIX of a security interest in such license agreements is removed or otherwise terminated, ORIX will be deemed to have, and at all times to have had, a security interest in such license agreements, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned by Grantor or exclusively licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned by Grantor or exclusively licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office.

3. Grantor shall, upon obtaining ownership of any additional Intellectual Property that should be listed on Schedule A, Schedule B, or Schedule C pursuant to Section 2 above, promptly (and in any event within ten (10) Business Days) deliver to ORIX a revised Schedule A, Schedule B, or Schedule C, as applicable, to this Agreement which shall amend and restate Schedule A, Schedule B, or Schedule C, as applicable, to this Agreement in its entirety.

4. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's security interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

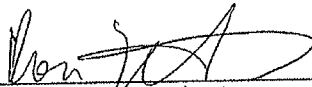
5. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York. This Agreement is made for collateral security purposes. This Agreement and ORIX's rights hereunder shall continue in full force and effect until all of the Obligations have been fully paid and the Loan Agreement and all other agreements between Borrower and ORIX relating to the Loan have terminated. When this Agreement has terminated, ORIX shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate ORIX's security interest in the Collateral.

[Signatures on Next Page]

Address of Grantor:

200 Park Avenue South, Suite 1516  
New York, NY 10003

Kaltura, Inc.

By   
Name Ron Yekutiel  
Title CEO

Address of ORIX:

245 Park Avenue, 19th Floor  
New York, NY 10167  
Attention: Carol Nicholas

ORIX Venture Finance LLC

By \_\_\_\_\_  
Christopher L. Smith  
Manager

*[Signature Page—Intellectual Property Security Agreement]*

021433.0129\645638

Address of Grantor:

200 Park Avenue South, Suite 1516  
New York, NY 10003

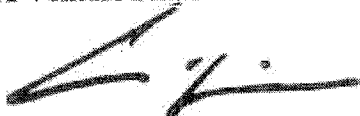
Kaltura, Inc.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of ORIX:

245 Park Avenue, 19th Floor  
New York, NY 10167  
Attention: Carol Nicholas

ORIX Venture Finance LLC

By  \_\_\_\_\_  
Christopher L. Smith  
Manager

*[Signature Page—Intellectual Property Security Agreement]*

SCHEDULE A

Trademarks

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Type</b>	<b>Status</b>
77338805	3966610	KALTURA	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	LIVE
77338785	3668205	KALTURA	STANDARD CHARACTER MARK	LIVE

SCHEDULE B

Patents and Patent Applications

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



SCHEDULE C

Copyrights Registered with the United States Copyright Office

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