

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rapt Media, Inc.		04/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaltura, Inc.		
Street Address:	250 Park Avenue South		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4549110	RAPT MEDIA	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<i>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.</i>			
Phone:	2022937060		
Email:	tm@sughrue.com		
Correspondent Name:	GARY D. KRUGMAN/SUGHRUE MION, PLLC		
Address Line 1:	2100 PENNSYLVANIA AVENUE, N.W.		
Address Line 4:	WASHINGTON, D.C. 20037		
ATTORNEY DOCKET NUMBER:	S23629		
NAME OF SUBMITTER:	Gary D. Krugman		
SIGNATURE:	/Gary D. Krugman/		
DATE SIGNED:	05/01/2018		
Total Attachments: 8			
source=S23629 assignment doc#page1.tif			
source=S23629 assignment doc#page2.tif			
source=S23629 assignment doc#page3.tif			
source=S23629 assignment doc#page4.tif			

OP \$40.00 4549110

source=S23629 assignment doc#page5.tif

source=S23629 assignment doc#page6.tif

source=S23629 assignment doc#page7.tif

source=S23629 assignment doc#page8.tif

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment Agreement*") is made and entered into as of the 6th day of April, 2018 (the "*Effective Date*") by and between Rapt Media, Inc., a Delaware corporation ("*Assignor*") and Kaltura, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of April 5, 2018 (the "*Asset Purchase Agreement*"), by and between Assignor and Assignee, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all of Assignor's right, title and interest in and to (i) all of the patent properties set forth in the attached Schedule A, together with any patent applications, patents and foreign patent properties that claim priority to or from the Assigned Patent Properties (as such term is defined below), and (ii) all of the trademark/service mark registration(s) set forth in the attached Schedule B, together with all the goodwill of the business symbolized thereby and all other rights associated therewith, all as further detailed in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration payable on the terms and conditions set forth in the Asset Purchase Agreement, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, and Assignees hereby purchase, acquires and accepts the transfer and assignment all of Assignor's right, title and interest together with the benefits and privileges in and to the patents and patent applications listed in Schedule A; to any and all patents and applications (including continuations, continuations-in-part, divisions, reexaminations, substitutions, reissuances, and convention applications and patents) that are entitled to the benefit of priority, or are implicated by a terminal disclaimer (related to an "obviousness-type" double patenting rejection), with respect to any of the patents or patent applications listed in Schedule A; and to any renewals or extensions of any of the foregoing (including but not limited to any of the foregoing that may be for design patents, industrial designs, petty patents, or utility models), regardless of whether those rights arise under the laws of the United States or any other state, country or jurisdiction throughout the world (collectively the "*Assigned Patent Properties*,") including all other and future applications for Letters Patent on inventions and discoveries disclosed in the patents and patent applications listed in Schedule A in whatsoever countries, and similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent, the same to be held and enjoyed by Assignee and its successors and assigns entirely as of the date hereof forever, as if the same would have been held and enjoyed by Assignor had this assignment not been made, and further with all rights of action, powers and benefit to the Assigned Patent Properties, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, the right to sue for damages including all past damages, rights to injunctive relief, profits, costs and attorney fees, arising out of any infringement of the Assigned Patent Properties.

2. Assignor hereby authorizes Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries under the Assigned Patent Properties in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise.

3. Assignor does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, and Assignees hereby purchase, acquires and accepts the transfer and assignment all of Assignor's right, title and interest together with the benefits and privileges in and to the trademark/service mark(s) and trademark/service mark registrations listed in Schedule B; to the goodwill of the business symbolized thereby, appurtenant thereto or associated therewith, common-law rights thereto, registrations and applications for registration throughout the world, all rights therein provided by international treaties and conventions, and all other rights associated therewith; and to any renewals or extensions of any of the foregoing, regardless of whether those rights arise under the laws of the United States or any other state, country or jurisdiction throughout the world (collectively, the "*Assigned Trademark Properties*" and together with the Assigned Patent Properties shall be referred to herein collectively as the "*Assigned Properties*"), and further with all rights of action, powers and benefit to the Assigned Trademark Properties, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, the right to sue for damages including all past damages, rights to injunctive relief, profits, costs and attorney fees, arising out of any infringement of the Assigned Trademark Properties.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other Governmental Entities (as defined in the Asset Purchase Agreement) to record this assignment and to issue or transfer all said Assigned Properties, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct.

5. Assignor for itself, its successors and assigns hereby covenants and agrees to take all steps reasonably necessary to establish the record of Assignee's right, title and interest in and to the Assigned Properties, and otherwise cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee for perfecting in Assignee the right, title and interest herein conveyed; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

6. The terms and covenants of this Assignment Agreement shall inure to the benefit of Assignee and its subsidiaries, successors and assigns, and shall be binding upon Assignor and its assigns.

7. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

8. This Assignment Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in the State of Delaware.

9. Section 9.9 of the Asset Purchase Agreement is herein incorporated by reference.

10. This Assignment Agreement may be executed by the parties hereto in any number of identical counterparts with the same effect as if all parties hereto had all signed the same document and may be amended only with the prior written consent of Assignee and Assignor.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Patent Assignment Agreement as of the date first set forth above.

ASSIGNOR:

RAPT MEDIA, INC.

DocuSigned by:
Erika Trautman
By: ERIKA TRAUTMAN
Name: ERIKA TRAUTMAN
Title: CEO

ASSIGNEE:

KALTURA, INC.

DocuSigned by:
Ron Yekutiel
By: RON YEKUTIEL
Name: Ron Yekutiel
Title: CEO

SCHEDULE A
ASSIGNED PATENT PROPERTIES

Title	Current Ownership	Date Filed (MM/DD/YY)	App. No..	Issue date	Status	Jurisdiction
Web-Based Interactive Game Utilizing Video Components	Rapt Media, Inc.	Oct 14, 2010	61/393,038		Completed	United States of America
Web-Based Interactive Game Utilizing Video Components	Rapt Media, Inc.	Jan 26, 2011	61/436,478		Completed	United States of America
Web-Based Interactive Experience Utilizing Video Components	Rapt Media, Inc.	Oct 14, 2011	13/274,224		Abandoned	United States of America
Web-Based Interactive Experience Utilizing Video Components	Rapt Media, Inc.	Jan 29, 2014	14/167,570		Abandoned	United States of America
System and Method for Interactive Gaming and Video Production	Rapt Media, Inc.	Oct 14, 2011	PCT/US2011/056453		Closed	PCT
System And Method For Creating And Analyzing	Rapt Media, Inc.	Jul 6, 2012	61/668,931		Completed	United States of America

Interactive Experiences						
Pre-Fetching Video Content	Rapt Media, Inc.	Jul 3, 2013	13/934,446		Pending	United States of America
System and Method for Creating and Analyzing Interactive Experiences	Rapt Media, Inc.	Apr 18, 2013	61/813,531		Completed	United States of America
Video Frame Still Image Sequences	Rapt Media, Inc.	Jul 3, 2013	13/935,014	May 12, 2015	Issued	United States of America
Video Frame Still Image Sequences	Rapt Media, Inc.	Apr 10, 2015	14/684,055		Abandoned	United States of America
Application Communication (Inbound-Outbound API)	Rapt Media, Inc.	Jul 3, 2013	13/934,800	Jan 12, 2016	Issued	United States of America
Method and System for Providing Content Segments of an Interactive Media Experience as Webpages	Rapt Media, Inc.	Jan 2, 2014	14/146,625		Abandoned	United States of America
Interactive Experience Storyboarding	Rapt Media, Inc.	Nov 4, 2014	62/075,009		Expired	United States of America
DYNAMIC VIDEO EFFECTS FOR INTERACTIVE VIDEO	Rapt Media, Inc.	Jan 2, 2015	62/099,393		Completed	United States of America

Dynamic Video Effects for Interactive Video	Rapt Media, Inc.	May 4, 2015	62/156,724		Completed	United States of America
DYNAMIC VIDEO EFFECTS FOR INTERACTIVE VIDEOS	Rapt Media, Inc.	Dec 29, 2015	14/983,115		Published	United States of America
Web-Based Interactive Game Utilizing Video Components	Rapt Media, Inc.	Jan 26, 2011	61/436,478		Completed	United States of America
Web-Based Interactive Experience Utilizing Video Components	Rapt Media, Inc.	Oct 14, 2011	13/274,224		Abandoned	United States of America

SCHEDULE B**ASSIGNED TRADEMARK PROPERTIES**

Trademark	Class	Jurisdiction	Ownership	Publication No. / Registration No.	Filing date/ Issue date	Status and Due Date
RAPT MEDIA	009 035 038 042	United States of America	Rapt Media, Inc.	4549110	Jun 10, 2014	Registered Section 8/15 Filing – Due Jun 10, 2020 Section 8 Declaration and 9 Renewal Application – Due Jun 10, 2024
RAPT MEDIA	009 035 042	European Union	Rapt Media, Inc.	<u>012281788</u>	May 22, 2014	Registered Renewal - Due Nov 5, 2023