

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kore.ai, Inc.		07/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Horse Credit LLC		
<b>Street Address:</b>	9811 W. Charleston Blvd.		
<b>Internal Address:</b>	Suite 2-427		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89117		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5113216		
<b>Serial Number:</b>	87339708	KORE.AI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F178563		
<b>NAME OF SUBMITTER:</b>	Matthew Donaher		
<b>SIGNATURE:</b>	/Matthew Donaher/		
<b>DATE SIGNED:</b>	08/08/2018		
<b>Total Attachments: 4</b>			
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## Trademark Security Agreement

Trademark Security Agreement, dated as of July 30th, 2018, by KORE.AI, INC., a Delaware corporation (the "Pledgor"), in favor of IRON HORSE CREDIT LLC, a Delaware limited liability company, in its capacity as lender pursuant to the Credit Agreement (in such capacity, the "Lender").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Credit and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Credit Agreement, the Lender shall execute, acknowledge, and deliver to the

Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KOREAL, INC.

DocuSigned by:  
*Ravi Singh*  
By: \_\_\_\_\_  
Name: Ravi Singh  
Title: CFO

Accepted and Agreed:

IRON HORSE CREDIT LLC,  
as Lender

By: *Steven J. Garofalo*  
Name: STEVEN J. GAROFALO  
Title: CEO

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Kore.ai, Inc.	5113216 / 87015441	O Design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Kore.ai, Inc.	87339708	KORE.AI