

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525021

<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>
Voxware, Inc.		05/24/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank, an Arizona corporation		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5370937	INTELLESTRA	
<b>Registration Number:</b>	4551728	VOXSTUDIO	
<b>Registration Number:</b>	4551726	VOXPILOT	
<b>Registration Number:</b>	4551692	VOXCONNECT	
<b>Registration Number:</b>	4664195	RAISE YOUR VOICE, RAISE YOUR GAME	
<b>Registration Number:</b>	2729594	VOICELOGISTICS	
<b>Registration Number:</b>	2006199	VOICEFONT	
<b>Registration Number:</b>	2024540	VOXWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	561-859-5603		
<b>Email:</b>	tbinder@vlplawgroup.com		
<b>Correspondent Name:</b>	Tatiana Binder		
<b>Address Line 1:</b>	612 Commerce Street, APT 2G		
<b>Address Line 4:</b>	Lynchburg, VIRGINIA 24504		
<b>NAME OF SUBMITTER:</b>	Tatiana Binder		
<b>SIGNATURE:</b>	/TatianaBinder/		

OP \$215.00 5370937

<b>DATE SIGNED:</b>	05/24/2019
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 24, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and VOXWARE, INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of May 24, 2019 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include (i) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, or (ii) rights of Grantor as a licensee to the extent the granting of a security interest therein (A) would be contrary to applicable law or (B) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such restriction or prohibition, such property shall automatically be part of the Intellectual Property Collateral; provided that the provisions of this paragraph shall in no case

exclude from the definition of "Intellectual Property Collateral" any Receivables, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VOXWARE, INC., a Delaware corporation

By: \_\_\_\_\_

Name: Jon Choate

Title: CFO

Address for Notices:

Attn: Jon Choate  
3705 Quakerbridge Road  
Hamilton, NJ 08619  
Tel: 617-649-9402  
Fax: 609-570-6931

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520



Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
INTELLESTRA	87070478	5370937		06-14-2016
VOXSTUDIO	86113379	4551728		11-8-2013
VOXPILOT	86113375	4551726		11-8-2013
VOXCONNECT	86112773	4551692		11-7-2013
RAISE YOUR VOICE, RAISE YOUR GAME	85744406	4664195		10-3-2012
VOICELOGISTICS	75905728	2729594		01-29-2000
VOICEFONT	75012290	2006199		10-30-1995
VOXWARE	74647209	2024540		03-14-1995

EXHIBIT C  
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue or Application Date:</u>
System and method for programming, portable devices from a remote computer system	6,662,163	09/539,200		12-09-2003
Low bit-rate speech coding system and method using voicing, probability determination	5,890,108	08/726,336		03-30-1999
Harmonic adaptive speech coding method and system	5,787,387	08/273,069		07-28-1998
Speech coding system and method using voicing, probability determination	5,774,837	08/528,513		06-30-1998