

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TACT.AI TECHNOLOGIES, INC.		02/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4685095	TACT	
Registration Number:	5888133	TACT.AI	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	305866-1050		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	02/13/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of February 13, 2020, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and TACT.AI TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks registered with the United States Patent and Trademark Office and the United States Copyright Office, a complete list of which is set forth on Exhibits A, B and C hereto, respectively).

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

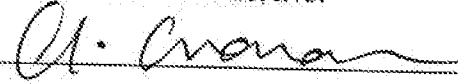
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

150 Mathilda Place
Suite 104
Sunnyvale, CA 94086
Attention: Chief Financial Officer

GRANTOR:

TACT.AI TECHNOLOGIES, INC.

By: 

Name: Chockalingam Ganapathi

Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

NONE.

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Storing and Processing Data Organized as Flexible Records	9449061	9/20/2016
Database Sharding by Shard Levels	9424330	8/23/2016
Storing and Processing Data Organized as Flexible Records	9767126	9/19/2017
Dynamic Construction and Management of Task Pipelines	9952898	8/23/2016
Providing Data Aggregated from Various Sources to a Client Application	10133801	11/20/2018
Merging Data Edits with Intervening Edits for Data Concurrency	10198468	2/5/2019
Merging Data Edits with Intervening Edits for Data Concurrency	16239167	1/3/2019

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
TACT	4685095	7/12/2012
TACT.AI	5888133	10/22/19