

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570585

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| COGITO CORPORATION | | 04/03/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank, as Agent | | |
| Street Address: | 3003 Tasman Drive | | |
| Internal Address: | HF 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3988236 | COGITO | |
| Registration Number: | 4470713 | COGITO DIALOG | |
| Registration Number: | 4470714 | COGITO CENTRAL | |
| Registration Number: | 4470715 | COGITO COMPANION | |
| Registration Number: | 5656989 | COGITO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Vermont Ave NW, Ste 1130 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1206744 TM | | |
| NAME OF SUBMITTER: | Sarah Mackin | | |
| SIGNATURE: | /Sarah Mackin/ | | |
| DATE SIGNED: | 04/06/2020 | | |

OP \$140.00 3988236

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 3, 2020, by and between (a) SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the "Agent") and (b) COGITO CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Silicon Valley Bank and WestRiver Innovation Lending Fund VIII, L.P., a Delaware limited partnership (individually and collectively, the "Lenders") agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those copyright applications and copyright registrations set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation those registered patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those registered trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those registered mask works and applications set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

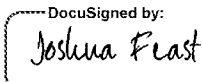
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

COGITO CORPORATION

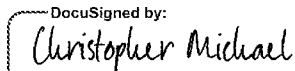
By:  _____
574A6B736EB14C2

Name: Joshua Feast

Title: Chief Executive Officer

AGENT:

SILICON VALLEY BANK, as Agent

By:  _____
E7026CF287C942E

Name: Chris Michael

Title: Vice President

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| Cogito Dialog 1.0 | TX0008448335 | 2013 |
| Cogito Dialog 2.0 | TX0008448787 | 2014 |
| Cogito Dialog 3.0 | TX0008451469 | 2016 |
| Cogito Dialog 4.0 | TX0008448868 | 2017 |

EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 14/205602 | 12-Mar-2014 |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 9,947,342 | 17-Apr-2018 |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 14/440409 | 04-May-2015 |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 10,056,094 | 21-Aug-2018 |
| SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES | 15/264463 | 13-Sep-2016 |
| SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES | 10,276,188 | 30-Apr-2019 |
| SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS | 15/264436 | 13-Sep-2016 |
| SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS | 9,661,130 | 23-May-2017 |
| SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS | 15/598188 | 17-May-2017 |
| SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS | 10,250,741 | 02-Apr-2019 |
| SYSTEMS AND METHODS FOR COMMUNICATION ROUTING | 16/194188 (Allowed) | 16-Nov-2018 |
| TELE-COMMUNICATION SYSTEM AND METHODS | 15/978,955 | 14-May-2018 |
| TELE-COMMUNICATION SYSTEM AND METHODS | 10,567,444 | |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 15/916797 | 09-Mar-2018 |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 16/031373 | 10-Jul-2018 |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | EP15760675.7 | 12-Mar-2015 |
| METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION | 16/552164 | 08-Aug-2019 |
| TELE-COMMUNICATION SYSTEM AND METHODS | 16/718365 | 18-Dec-2019 |

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES | 16/297,108 | 08-Mar-2019 |
| SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES | EP16847148.0 | 13-Sep-2016 |
| SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS | 16/269913 | 07-Feb-2019 |
| SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS | EP16847147.2 | 13-Sep-2016 |
| SYSTEMS AND METHODS FOR COMMUNICATION ROUTING | US18/61672 | 16-Nov-2018 |
| SYSTEMS AND METHODS FOR COMMUNICATION ROUTING | 16/782540 | 05-Feb-2020 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| COGITO | 3,988,236 | July 5, 2011 |
| COGITO DIALOG | 4,470,713 | January 21, 2014 |
| COGITO CENTRAL | 4,470,714 | January 21, 2014 |
| COGITO COMPANION | 4,470,715 | January 21, 2014 |
| COGITO | 5,656,989 | January 15, 2019 |
| COGITO | 17205659 | January 9, 2019 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

ny-1365681

RECORDED: 04/06/2020

**TRADEMARK
REEL: 006908 FRAME: 0806**