ETAS ID: TM576020

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KALTURA, INC.		05/08/2020	Corporation: DELAWARE
NEWROW, INC.		05/08/2020	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	ORIX GROWTH CAPITAL, LLC	
Street Address:	et Address: 1717 Main Street, Suite 1100	
Internal Address:	ss: Attn: General Counsel	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4350191	MEDIASPACE
Registration Number:	4350187	CORPORATE TUBE
Registration Number:	4549110	RAPT MEDIA
Registration Number:	3966610	KALTURA
Registration Number:	3668205	KALTURA
Registration Number:	4859187	NEWROW

# **CORRESPONDENCE DATA**

Fax Number: 8046982066

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.

Phone: 804 775 1676

Email: edavenport@mcguirewoods.com

Michael A. Shafer, McGuireWoods LLP **Correspondent Name:** 

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Michael A. Shafer	
SIGNATURE:	/Michael A. Shafer/	

TRADEMARK

REEL: 006937 FRAME: 0040 900548838

DATE SIGNED:	05/12/2020
Total Attachments: 6	
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# **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>") is entered into as of May 8, 2020 (the "<u>Effective Date</u>"), by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (together with its successors and assigns, "<u>Lender</u>"), KALTURA, INC., a Delaware corporation ("<u>Kaltura</u>"), and NEWROW, INC., a Delaware corporation ("<u>Newrow</u>"; together with Kaltura, individually, a "<u>Grantor</u>", and collectively, "<u>Grantors</u>").

## **RECITALS**

- A. Lender and Grantors are party to that certain Amended and Restated Loan and Security Agreement by and among Lender and Grantors dated as of October 28, 2015 (as amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined have the meanings given such terms in the Loan Agreement).
- B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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 its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

# **AGREEMENT**

- 1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender, a security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.
- 2. Each Grantor represents and warrants that as of the Effective Date (i) listed on <u>Schedule A</u> are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on <u>Schedule B</u> hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on <u>Schedule C</u> are all patents and patent applications owned or controlled by such Grantor.
- 3. No Grantor shall hereafter register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.
- 4. The security interest granted herein is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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

TRADEMARK REEL: 006937 FRAME: 0042 for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the General Obligations Law of the State of New York), provided that Lender shall retain all rights arising under Federal law.

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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.

**GRANTORS**:

Address of Grantors:

250 Park Avenue South, 10th Floor New York, NY 10003 KALTURA, INC.

PALA // Life

485CFAD4CC684A5.

By: \_\_\_\_\_ Ron Yekutiel

Title: Chief Executive Officer

**NEWROW, INC.** 

By: \_\_\_\_\_\_9B9972A4653A4C9...

Name: Yaron Garmazi

Title: Treasurer

LENDER:

ORIX GROWTH CAPITAL, LLC

Name: Mark Campbell

Authorized Representative

Address of Lender:

1717 Main Street, Suite 1100

Dallas, TX 75201 Attn: General Counsel SCHEDULE A

Copyrights

None

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# SCHEDULE B

# Trademarks

Owner	Mark	Registration Number and Registration Date	Serial Number and Application Date	Jurisdiction
Kaltura, Inc.	MEDISPACE	4350191 6/11/13	85760097 10/22/12	U.S.
Kaltura, Inc.	CORPORATE TUBE	4350187 6/11/13	85760079 10/22/12	U.S.
Kaltura, Inc.	RAPT MEDIA	4549110 6/10/14	85958131 6/12/13	U.S.
Kaltura, Inc.	KALTURA	3966610 5/24/11	77338805 11/28/07	U.S.
Kaltura, Inc.	KALTURA	3668205 8/18/09	77338785 11/28/07	U.S.
Newrow, Inc.	NEWROW	4859187 11/24/15	86603171 4/20/15	U.S.
Kaltura Inc.	KALTURA	1265026 3/26/15		Madrid International Trademark Registration (EU)
Kaltura Inc.	RAPT MEDIA	012281788 5/22/14		Madrid International Trademark Registration (EU)
Kaltura Inc.	KALTURA	909298513 10/10/17	Application Filed: 4/27/15	Brazil
Kaltura Inc.	KALTURA Logo	2855881& 2855883 12/2/16	Application Filed: 3/31/16	Argentina
Kaltura Inc.	TVinci Logo	Israeli Trademarks Nos. 231892, 231893, 231894		Israel

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## SCHEDULE C

#### Patents

## Kaltura, Inc.

- 1. U.S. Patent No. 10,108,322 ('Dynamic video effects for interactive videos'; acquired from Rapt Media, Inc.)
- 2. U.S. Patent No. 9,031,375 ('Video frame still image sequences'; acquired from Rapt Media, Inc.)
- 3. U.S. Patent No. 9,236,088 ('Application communication'; acquired from Rapt Media, Inc.)
- 4. U.S. Patent No. 10,165,245 ('Pre-fetching video content'; acquired from Rapt Media Inc.)

#### Newrow, Inc.

- 5. U.S. Patent No. 8,788,589 ( 'System and method for coordinating simultaneous edits of shared digital data'; owned by Newrow). This patent is also registered in Japan (No. 5729709), South Korea (No. 10-1504719), Russia (No. 2530249); Singapore (No. 184226); Turkey (No. TR201210883B), South Africa (No. 2012/07223), Canada (No. 2,794,270), Israel (No. 222129) and Australia (No. 2011232339); application pending in Indonesia (No. W00201203952)
- 6. U.S. Patent No. 9,270,715 ('System and method for coordinating display of shared video data')
- 7. U.S. Patent No. 8,774,534 and US Patent No. 9,253,505 ('System and Method for Image Compression'); these patents are also registered in Australia (No. 2010234364), Canada (No. 2,758,262), Indonesia (No. IDP000036109), Israel (No. 215606), South Korea (No. 10-1496422), Russia (No. 2546616), Singapore (No. 175139) and Turkey (No.TR201109968B)
- 8. South Africa Patent No. 2011/07968 ('System and Method for replicating a media stream')
- 9. Singapore Patent No. 196546 ('System and Method for automatic and Dynamic layout design for media broadcast'); this patent is pending in India (Application No. 410/CHENP/2014)
- 10. U.S. Patent No. 9,277,269 ('System and Method for synchronized interactive layers for media broadcast'); this patent is also registered in Australia (No. 2012345947), Canada (No. 2012345947), Hong Kong (No. HK1202995), Israel (No. 232855), Japan (No. 6062953), Singapore (No. 11201402697S) and Turkey (No. TR 2014 06087)

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RECORDED: 05/12/2020