

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KALTURA, INC.		01/14/2021	Corporation: DELAWARE
KALTURA EUROPE LIMITED		01/14/2021	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4350191	MEDIASPACE	
Registration Number:	4350187	CORPORATE TUBE	
Registration Number:	3966610	KALTURA	
Registration Number:	3668205	KALTURA	
Registration Number:	4859187	NEWROW	
Registration Number:	4549110	RAPT MEDIA	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1315431		
NAME OF SUBMITTER:	Sarah Mackin		

OP \$165.00 4350191

SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	01/14/2021
Total Attachments: 10 source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page8.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page9.tif source=Closing Copy - Intellectual Property Security Agreement - Kaltura#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 14, 2021 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of January 14, 2021, by and among KALTURA, INC., a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent, and SVB, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, and each other 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 the Secured Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property that constitutes Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property that constitutes Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

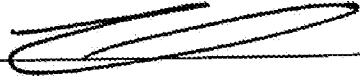
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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:

KALTURA, INC.

By:  _____

Name: Yaron Garmazi

Title: Chief Financial Officer

KALTURA EUROPE LIMITED

By: _____

Name: Michal Tsur

Title: Director

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

GRANTOR:

KALTURA, INC.

By: _____

Name: Yann Garose

Title: Chief Financial Officer

KALTURA EUROPE LIMITED

By:  _____

Name: Michel Test

Title: Director

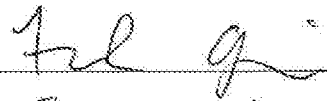
[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 007200 FRAME: 0042

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Francis Crocchia

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007200 FRAME: 0043

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Registered Patents

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Kaltura, Inc.	U.S.	10,108,322	10/23/2018	McGill, Brannan Patrick; Hepper, Nathan; Hanson, Caleb; Woodard, Jonathan R. A.; McCaddon, Cameron Joel	'Dynamic video effects for interactive videos'
Kaltura, Inc.	U.S.	9,236,088	01/12/2016	Christopher Douglas Hayes	'Application communication'
Kaltura, Inc.	U.S.	10,165,245	12/25/2018	Christopher Douglas Hayes	'Pre-fetching video content'
Kaltura, Inc.	U.S.	9,031,375	05/12/2015	Trautman, Justin Tucker; Woodard, Jonathan R. A.	'Video frame still image sequences'
Kaltura, Inc.	U.S.	8,788,589	07/22/2014	Zarom, Rony	'System and method for coordinating simultaneous edits of shared digital data'
Kaltura, Inc.	U.S.	9,270,715	02/23/2016	Zarom, Rony	'System and method for coordinating display of shared video data'
Kaltura, Inc.	U.S.	8,774,534	07/08/2014	Zarom, Rony	'System and Method for Image Compression'
Kaltura, Inc.	U.S.	9,253,505	02/02/2016	Zarom, Rony	'System and Method for Image Compression'
Kaltura, Inc.	U.S.	9,277,269	03/01/2016	Zarom, Rony	'System and Method for synchronized interactive layers'

					for media broadcast'
Kaltura, Inc.	Canada	2794270	12/02/2014	Zarom, Rony	'System and method for coordinating simultaneous edits of shared digital data'
Kaltura, Inc.	Israel	222129	10/01/2016	Zarom, Rony	'System and method for coordinating simultaneous edits of shared digital data'
Kaltura, Inc.	Canada	2758262	09/13/2016	Zarom, Rony	'System and Method for Image Compression'
Kaltura, Inc.	Israel	215606	10/31/2015	Zarom, Rony	'System and Method for Image Compression'
Kaltura, Inc.	Canada	2857559	09/26/2017	Zarom, Rony	'System and Method for synchronized interactive layers for media broadcast'
Kaltura, Inc.	Hong Kong	1202995	12/29/2017	Zarom, Rony	'System and Method for synchronized interactive layers for media broadcast'
Kaltura, Inc.	Israel	232855	05/01/2017	Zarom, Rony	'System and Method for synchronized interactive layers for media broadcast'
Kaltura, Inc.	Japan	6062953	12/22/2016	Zarom, Rony	'System and Method for synchronized interactive layers for media broadcast'
Kaltura, Inc.	Singapore	11201402697S	07/15/2016	Zarom, Rony	'System and Method for

					synchronized interactive layers for media broadcast'
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Pending Patent Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Kaltura, Inc.	Indonesia	W00201203952	03/24/2011	Zarom, Rony	'System and method for coordinating simultaneous edits of shared digital data'

Registered Patents and Pending Patent Applications Licensed

1. License and Settlement Agreement between Kaltura, Inc. and Autumn Cloud, LLC dated November 17, 2016.
2. Settlement and License Agreement between Kaltura, Inc. and Eureka Database Solutions, LLC dated December 28, 2017.

EXHIBIT C
TRADEMARKS

Registered Trademarks

Grantor	Mark	Registration Number and Registration Date	Serial Number and Application Date	Jurisdiction
Kaltura, Inc.	MEDISPACE	4350191 06/11/13	85760097 10/22/12	U.S.
Kaltura, Inc.	CORPORATE TUBE	4350187 06/11/13	85760079 10/22/12	U.S.
Kaltura, Inc.	KALTURA	3966610 05/24/11	77338805 11/28/07	U.S.
Kaltura, Inc.	KALTURA	3668205 08/18/09	77338785 11/28/07	U.S.
Kaltura, Inc.	NEWROW	4859187 11/24/15	86603171 04/20/15	U.S.
Kaltura, Inc.	RAPT MEDIA*	4549110 10/06/14	85958131 12/06/13	U.S.
Kaltura, Inc.	KALTURA	1265026 03/26/15	77338785 11/28/07	Madrid International Trademark Registration (EU)
Kaltura, Inc.	RAPT MEDIA	012281788 05/22/14	012281788 11/05/2013	Madrid International Trademark Registration (EU)
Kaltura, Inc.	KALTURA	909298513 10/10/17	Application Filed: 4/27/15	Brazil
Kaltura, Inc.	KALTURA Logo	2855881& 2855883 12/02/16	Application Filed: 3/31/16	Argentina
Kaltura, Inc.	Tvinci Logo*	Israeli Trademarks Nos. 231892, 231893, 231894	Applications Filed: July 27, 2010	Israel

Pending Trademark Applications

None.

ny-2016233