

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONVERSICA, INC.		03/30/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTH HAVEN EXPANSION CREDIT II LP		
<b>Street Address:</b>	1585 Broadway, 39th Floor		
<b>Internal Address:</b>	Attn: Debra Abramovitz		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87893405	CC CONVERSICA	
<b>Serial Number:</b>	86396803	CONVERSICA	
<b>Serial Number:</b>	86396830	AVA.AI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6167423999		
<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>	6167423945		
<b>Email:</b>	hkooy@btlaw.com		
<b>Correspondent Name:</b>	Barnes & Thornburg LLP		
<b>Address Line 1:</b>	655 West Broadway, Suite 1300		
<b>Address Line 2:</b>	Attn: Hillary Kooy		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	14653.52		
<b>NAME OF SUBMITTER:</b>	Hillary Kooy		
<b>SIGNATURE:</b>	/Hillary Kooy/		
<b>DATE SIGNED:</b>	04/02/2022		

OP \$90.00 87893405

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 30, 2022 between **NORTH HAVEN EXPANSION CREDIT II LP**, a Delaware limited partnership (“**Holder**” or “**Agent**”, as applicable) and **CONVERSICA, INC.**, a Delaware corporation, (“**Grantor**”) is made with reference to (i) that certain Secured Promissory Note, dated as of the date hereof (as amended from time to time, the “**Note**”), between Holder and Grantor and (ii) that certain Note Purchase and Security Agreement, dated as of the date hereof, by and among Grantor, Agent and the Holders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”). Terms defined in the Note or Note Purchase Agreement, as applicable, 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 Note, Grantor grants to Holder 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 (other than any Excluded Assets) (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 United States Copyright registrations described in **Exhibit A**;

(b) trademark and service mark 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, in each case of the foregoing in this clause **Error! Reference source not found.**, excluding any United States intent-to-use (or similar) trademark or service mark applications prior to the filing with, and acceptance by, the United States Patent and Trademark Office of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such application or a Grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law (collectively, the “**Trademarks**”), including the United States Trademark registrations and applications 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 United States 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.

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

The security interests granted hereunder will be automatically released and all rights therein shall revert to Grantor upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) or termination or expiration of the Note and Holder shall promptly take such actions and execute, acknowledge and deliver to Grantor an instrument in writing in recordable form or such other release documentation in form and substance reasonably satisfactory to Grantor as Grantor may reasonably request to release or reflect the release of the Intellectual Property Collateral under this Agreement.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

**[Signature Page Follows]**

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

**GRANTOR:**

CONVERSICA, INC., a Delaware corporation



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

Name: James Hjerpe Kaskade

Title: CEO

Address for Notices:

Attn: \_\_\_\_\_

950 Tower Lane, Suite 1200

Foster City, CA 94404

Fax: \_\_\_\_\_

**HOLDER:**

North Haven Expansion Credit II LP

By: MS Expansion Credit II GP LP

Its: General Partner

By: MS Expansion Credit II GP Inc.

Its: General Partner

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

Name: William Reiland

Title: Managing Director

Address for Notices:

Attn: Debra Abramovitz

1585 Broadway, 39th Floor

New York, NY 10036

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

**GRANTOR:**

CONVERSICA, INC., a Delaware corporation

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

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

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

Address for Notices:

Attn: \_\_\_\_\_

950 Tower Lane, Suite 1200

Foster City, CA 94404

Fax: \_\_\_\_\_

**HOLDER:**

North Haven Expansion Credit II LP

By: MS Expansion Credit II GP LP

Its: General Partner

By: MS Expansion Credit II GP Inc.

Its: General Partner

By: William T Reiland \_\_\_\_\_

Name: William Reiland

Title: Managing Director

Address for Notices:

Attn: Debra Abramovitz

1585 Broadway, 39th Floor

New York, NY 10036

**EXHIBIT A**

**UNITED STATES COPYRIGHT REGISTRATIONS**

Please Check if No Copyrights Exist ✓

Please exclude from disclosure below all items that may constitute trade secrets in order to preserve their confidentiality.

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Please Check if No Trademarks Exist

Please exclude any United States intent-to-use (or similar) trademark or service mark applications prior to the filing with, and acceptance by, the United States Patent and Trademark Office of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such application or a Grantor's right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law.

	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
1.	CC CONVERSICA	87893405	5791747		Jul. 02, 2019
2.	CONVERSICA	86396803	4882592		Jan. 05, 2016
3.	AVA.AI	86396830	5628059		Dec. 11, 2018



**EXHIBIT C**

**UNITED STATES PATENTS**

Please Check if No Patents Exist

Please exclude from disclosure below all unpublished patent applications that may constitute trade secrets in order to preserve their confidentiality.

	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
1.	SYSTEMS AND METHODS FOR ENHANCED NATURAL LANGUAGE PROCESSING FOR MACHINE LEARNING CONVERSATIONS	16/365668	2019-03-26	Published	2019-09-19
2.	Systems and methods for processing message exchanges using artificial intelligence	14/604602	2015-01-23	Issued	2021-06-22
3.	SYSTEMS AND METHODS FOR NATURAL LANGUAGE PROCESSING AND CLASSIFICATION	16/019382	2018-06-26	Published	2018-12-27
4.	SYSTEMS AND METHODS FOR TRAINING AND AUDITING AI SYSTEMS IN MACHINE LEARNING CONVERSATIONS	16/228712	2018-12-20	Published	2019-07-18
5.	SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ATTENDANT ACTIONS	16/536083	2019-08-08	Published	2020-01-30
6.	SYSTEMS AND METHODS FOR PROCESSING MESSAGE EXCHANGES USING ARTIFICIAL INTELLIGENCE	17/352227	2021-06-18	Published	2021-12-09
7.	SYSTEMS AND METHODS FOR USING NATURAL LANGUAGE INSTRUCTIONS WITH AN AI ASSISTANT ASSOCIATED WITH MACHINE LEARNING CONVERSATIONS	16/228717	2018-12-20	Published	2019-07-04
8.	SYSTEMS AND METHODS FOR CONFIGURING MESSAGE EXCHANGES IN MACHINE LEARNING CONVERSATIONS	16/228721	2019-07-18	Published	2019-07-18
9.	SYSTEMS AND METHODS FOR IMPROVING USER ENGAGEMENT IN MACHINE LEARNING CONVERSATION MANAGEMENT USING GAMIFICATION	16/228723	2018-12-20	Published	2019-07-18
10.	SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS	16/723735	2019-12-20	Published	2020-05-07
11.	SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH FEEDBACK SYSTEMS, TUNING AND CONTEXT DRIVEN TRAINING	16/728991	2019-12-27	Published	2020-05-07
12.	SYSTEMS AND METHODS FOR MESSAGE CADENCE OPTIMIZATION	16/168779	2018-10-23	Published	2019-04-25
13.	SYSTEMS AND METHODS FOR GENERATING AND UPDATING MACHINE HYBRID DEEP LEARNING MODELS	16/208478	2018-12-03	Published	2019-06-13
14.	SYSTEMS AND METHODS FOR MESSAGE BUILDING FOR MACHINE LEARNING CONVERSATIONS	16/365663	2019-03-26	Published	2019-09-19

	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
15.	SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH INTENT AND ACTION RESPONSE GENERATION	16/726879	2019-12-25	Published	2020-05-07
16.	Systems and methods for configuring knowledge sets and AI algorithms for automated message exchanges	14/604610	2015-01-23	Issued	2018-07-17
17.	Systems and methods for management of automated dynamic messaging	14/604594	2015-01-23	Issued	2020-10-13
18.	SYSTEMS AND METHODS FOR MULTI LANGUAGE AUTOMATED ACTION RESPONSE	16/208488	2018-12-03	Published	2019-06-13
19.	SYSTEMS AND METHODS FOR PHRASE SELECTION FOR MACHINE LEARNING CONVERSATIONS	16/365665	2019-03-26	Published	2019-09-19
20.	Systems and methods for configurable messaging response-action engine	16/168737	2018-10-23	Issued	2021-08-31
21.	SYSTEMS AND METHODS FOR A COMMUNICATION EDITOR DASHBOARD	16/129722	2018-09-12	Published	2019-03-14
22.	Systems and methods for automated question response	16/129729	2018-09-12	Issued	2021-05-18
23.	Systems and methods for configurable messaging with feature extraction	16/168763	2018-10-23	Issued	2021-08-24
24.	SYSTEMS AND METHODS FOR TRAINING MACHINE LEARNING MODELS USING ACTIVE LEARNING	16/208484	2018-12-03	Published	2019-06-13
25.	SYSTEMS AND METHODS FOR ARTIFICIAL INTELLIGENCE ENHANCEMENTS IN AUTOMATED CONVERSATIONS	17/115577	2020-12-08	Published	2021-07-01
26.	SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH A TRANSACTIONAL ASSISTANT	16/799698	2020-02-24	Published	2021-07-01
27.	SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ROI METRICS AND THRESHOLD ANALYSIS	16/718038	2019-12-17	Published	2020-06-25