

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733799

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COGITO CORPORATION		06/10/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3988236	COGITO	
<b>Registration Number:</b>	4470713	COGITO DIALOG	
<b>Registration Number:</b>	4470714	COGITO CENTRAL	
<b>Registration Number:</b>	4470715	COGITO COMPANION	
<b>Registration Number:</b>	5656989	COGITO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1708920 TM		
<b>NAME OF SUBMITTER:</b>	Diane Giacomozzi		
<b>SIGNATURE:</b>	/Diane Giacomozzi/		
<b>DATE SIGNED:</b>	06/10/2022		

OP \$140.00 3988236

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of June 10, 2022, by and between SILICON VALLEY BANK, a California corporation, (“Bank”) and COGITO CORPORATION, a Delaware corporation (“Grantor”).

### RECITALS

A. Bank has 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 between Bank 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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.

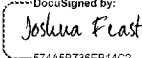
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

COGITO CORPORATION

By:   
Name: Joshua Feast  
Title: Chief Executive Officer, President, and Treasurer

BANK:

SILICON VALLEY BANK

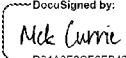
By:   
Name: Nick Currie  
Title: Director

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>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	United States	14/205602	12-Mar-2014
		9,947,342	17-Apr-2018
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	United States	14/440409	04-May-2015
		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	United States	15/264463	13-Sep-2016
		10,276,188	30-Apr-2019
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	United States	15/264436	13-Sep-2016
		9,661,130	23-May-2017
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	United States	15/598188	17-May-2017
		10,250,741	02-Apr-2019
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	United States	16/194188	16-Nov-2018
		10,601,995	24-Mar-2020
TELE-COMMUNICATION SYSTEM AND METHODS	United States	15/978,955	14-May-2018
		10,567,444	18-Feb-2020
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	United States	15/916797	09-Mar-2018
		10,438,611	08-Oct-2019
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	United States	16/031373	10-Jul-2018
METHOD AND APPARATUS FOR OPPORTUNISTIC SYNCHRONIZING OF TELE-COMMUNICATIONS TO PERSONAL MOBILE DEVICES	United States	16/718365	18-Dec-2019
		11,115,443	07-Sep-2021



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	United States	16/297,108	08-Mar-2019
		11,244,698	08-Feb-2022
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	European Union	EP16847148.0	13-Sep-2016
		EP3350806A1	25-Jul-2018
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	European Union	EP16847147.2	13-Sep-2016
		EP3350980A1	25-Jul-2018
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	United States	16/782540	05-Feb-2020
		10,972,611	06-Apr-2021
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	European Union	EP18842679.5	16-Nov-2018
		EP3711283A1	23-Sep-2020
COMBINING WORDS AND BEHAVIORS FOR REAL-TIME CONVERSATIONAL GUIDANCE USING AUDIO SIGNAL PROCESSING AND NATURAL LANGUAGE PROCESSING	United States	63/191,372	21-Sep-2021
SYSTEMS AND METHODS FOR INTEGRATING CONVERSATIONAL SIGNALS INTO CUSTOMER RELATIONSHIP MANAGEMENT	United States	63/239,206	31-Aug-2021
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	United States	17/222,654	05-Apr-2021
METHOD AND APPARATUS FOR OPPORTUNISTIC SYNCHRONIZING OF TELE-COMMUNICATIONS TO PERSONAL MOBILE DEVICES	United States	17/466,949	03-Sept-2021
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	European Union	EP21204441.6	25-Oct-2021
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	Germany	7002.0053-19DE	03-Nov-2021
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	France	7002.0054-19FR	03-Nov-2021
		EP3,350,980	
SYSTEMS AND METHODS FOR MANAGING,	Ireland	16847147.2	03-Nov-2021

ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS		EP3,350,980	
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	United Kingdom	EP16847147.2 EP3,350,980	03-Nov-2021
SPEECH ANALYSIS MODELS AS A SERVICE	United States	17/541,216	02-Dec-2021
EP APP SPEECH ANALYSIS MODELS AS A SERVICE	European Union	21212119.8	02-Dec-2021
CONTINUOUS VALUE MONITOR	United States	17/541,197	02-Dec-2021
SYSTEM, METHOD AND APPARATUS FOR CONVERSATIONAL GUIDANCE	United States	17/557,478	21-Dec-2021
SYSTEM, METHOD AND APPARATUS FOR CONVERSATIONAL GUIDANCE	European Union	21216844.7	22-Dec-2021

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
COGITO	UK00917205659	September 14, 2017

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A