

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICERTIS, INC.		10/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6443084		
Registration Number:	5194145	ICERTIS	
Registration Number:	5369134	ICERTIS APPLIED CLOUD	
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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1808888 2L		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	10/13/2022		
Total Attachments: 9			

OP \$90.00 6443084

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THE INDEBTEDNESS AND THE LIEN AND SECURITY INTEREST ARISING UNDER AND PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SECOND LIEN SUBORDINATION AGREEMENT (AS DEFINED IN SECTION 9.23 OF THE CONVERTIBLE TERM LOAN CREDIT AGREEMENT).

This Second Lien Intellectual Property Security Agreement is entered into as of October 13, 2022 by and between the companies listed on the signature page hereto (each a “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties (as defined in the Convertible Term Loan Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **ICERTIS, INC.**, a Delaware corporation (the “*Borrower*”) in the amounts and manner set forth in that certain Convertible Term Loan Credit Agreement, dated as of October 13, 2022, by and among the Borrower, the several banks and other financial institutions or entities from time to time party thereto as a lender (the “*Lenders*”) and **SILICON VALLEY BANK**, in its capacity as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, the “*Administrative Agent*”) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Convertible Term Loan Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Convertible Term Loan Credit Agreement or the Second Lien 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 the Borrower under the Convertible Term Loan Credit Agreement, the Borrower, and each other Grantor have entered into that certain Second Lien Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Second Lien Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that the Borrower and each other Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Second Lien Guarantee and Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

D. Pursuant to the terms of the Convertible Term Loan Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the Borrower and each other Grantor have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all

the Collateral, including the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively.

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, the parties hereto agree as follows:

AGREEMENT

Each Grantor grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively, including all claims and the right to sue for any past, present and future infringement or other impairment thereof, all proceeds thereof, any goodwill associated therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding, for the avoidance of doubt, any intent-to-use United States Trademark application for which neither (a) an amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a) has been filed with and accepted by the United States Patent and Trademark Office, nor (b) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and accepted by the United States Patent and Trademark Office) (collectively, the “*Intellectual Property Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Second Lien Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien 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 Second Lien Guarantee and Collateral Agreement and any provision of this Second Lien Intellectual Property Security Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, the Administrative Agent shall execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Second Lien Intellectual Property Security Agreement may be executed by one or more of the parties to this Second Lien 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 SECOND LIEN 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.

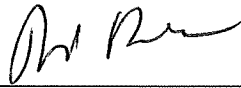
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IN WITNESS WHEREOF, the parties have caused this Second Lien Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ICERTIS, INC.

By: _____



Name: Rajat Bahri

Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0219

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK


By: 
Name: Soren Peterson
Title: Director

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

Material Registered Copyrights and Pending Copyright Applications Licensed to Grantors

None.

EXHIBIT B**PATENTS**Issued Patents

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Icertis, Inc.	US	10,162,850	12/25/2018	Amitabh Jain; Nagi Prabhu; Monish Mangalkumar Darda	CLAUSE DISCOVERY FOR VALIDATION OF DOCUMENTS
Icertis, Inc.	US	10,409,805	09/10/2019	Amitabh Jain; Nagi Prabhu; Monish Mangalkumar Darda	CLAUSE DISCOVERY FOR VALIDATION OF DOCUMENTS
Icertis, Inc.	US	10,936,974	03/02/21	Dhruv Chaudhari; Harshil Shah; Amitabh Jain; Monish Mangalkumar Darda	AUTOMATED TRAINING AND SELECTION OF MODELS FOR DOCUMENT ANALYSIS
Icertis, Inc.	US	10,726,374	07/28/2020	Sunu Engineer; Amitabh Jain; Monish Mangalkumar Darda	RISK PREDICTION BASED ON AUTOMATED ANALYSIS OF DOCUMENTS
Icertis, Inc.	US	11,151,501	10/19/21	Sunu Engineer; Amitabh Jain; Monish Mangalkumar Darda	RISK PREDICTION BASED ON AUTOMATED ANALYSIS OF DOCUMENTS
Icertis, Inc.	US	11,361,034	06/14/22	Yogesh Haribhau Kulkarni; Sunu Engineer; Amitabh Jain; Ravi Kothari; Monish Mangalkumar Darda	REPRESENTING DOCUMENTS USING DOCUMENT KEYS

Pending Patent Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Icertis, Inc.	US	17/186,893	02/26/21	Dhruv Chaudhari; Harshil Shah; Amitabh Jain; Monish Mangalkumar Darda	AUTOMATED TRAINING AND SELECTION OF MODELS FOR DOCUMENT ANALYSIS


Icertis, Inc.	Germany	11 2019 006 389.8	06/24/21	Dhruv Chaudhari; Harshil Shah; Amitabh Jain; Monish Mangalkumar Darda	AUTOMATED TRAINING AND SELECTION OF MODELS FOR DOCUMENT ANALYSIS
Icertis, Inc.	Germany	11 2020 000 860.6	08/18/21	Sunu Engineer; Amitabh Jain; Monish Mangalkumar Darda	RISK PREDICTION BASED ON AUTOMATED ANALYSIS OF DOCUMENTS
Icertis, Inc.	US	17/838,580	06/13/2022	Yogesh Haribhau Kulkarni; Sunu Engineer; Amitabh Jain; Ravi Kothari; Monish Mangalkumar Darda	REPRESENTING DOCUMENTS USING DOCUMENT KEYS

Material Issued Patents and Pending Patent Applications Licensed to Grantors


None.

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Icertis, Inc.	EUTM	015211089	5/31/2017	3/12/2016	Icertis, Inc.	ICERTIS
Icertis, Inc.	India	3222302	12/26/2019	3/29/2016	Icertis, Inc.	ICERTIS
Icertis, Inc.	India	2122063	2/11/2013	3/28/2011	Icertis, Inc.	ICERTIS COMPLIANCE APPLIANCE
Icertis, Inc.	India	2122062	7/30/2015	3/28/2011	Icertis, Inc.	ICERTIS COMPLIANCE APPLIANCE
Icertis, Inc.	United Kingdom	00915211089	5/31/2017	3/12/2016	Icertis, Inc.	ICERTIS
Icertis, Inc.	United States	6443084	8/3/2021	9/23/2020	Icertis, Inc.	
Icertis, Inc.	United States	5194145	5/2/2017	3/8/2016	Icertis, Inc.	ICERTIS

NY-2451824

Icertis, Inc.	United States	5369134	1/2/2018	5/26/2017	Icertis, Inc.	
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Pending Trademark Applications

None.

Material Registered Trademarks and Pending Trademark Applications Licensed to Grantors

None.