

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEHAVOX LTD.		11/22/2022	Limited Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	13th Floor, 40 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97470143	BEHAVOX QUANTUM	
Serial Number:	97398867	BEHAVOX QUANTUM	
Serial Number:	97432408	BEHAVOX INSIDER CRIME	
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:	4142975046		
Email:	drivera@foley.com, ipdocketing@foley.com		
Correspondent Name:	FOLEY & LARDNER		
Address Line 1:	3000 K STREET N.W., SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007		
NAME OF SUBMITTER:	Diana Sofia Rivera Rendon		
SIGNATURE:	/Diana Sofia Rivera Rendon/		
DATE SIGNED:	11/23/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 22, 2022 by and between BEHAVOX LTD., a private limited company incorporated in England and Wales (“Grantor”), and THE BANK OF NOVA SCOTIA (“Secured Party”).

RECITALS

A. Grantor’s affiliate, BEHAVOX SOFTWARE (CANADA) INC. (the “Borrower”), has entered into that certain commitment letter, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Commitment Letter”), among the Borrower, the Grantor, Behavox, Inc., and Secured Party.

B. Secured Party has agreed to extend certain financial accommodations to the Borrower (the “Loans”) in the amounts and manner set forth in the Commitment Letter. Secured Party is willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantor grants to Secured Party a security interest in Copyrights, Trademarks, and Patents (as each term is described below) to secure the prompt and complete payment and performance of all of the Obligations (as defined in the Security Agreement referenced below).

C. Grantor has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor has granted to Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and certain collateral, including the Intellectual Property Collateral (as defined below).

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 and performance of all of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance of all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including but not limited to the following (all of which shall collectively be called the “Intellectual Property Collateral”):

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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 the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

5. 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 set forth on Exhibit C attached hereto, but excluding any intent-to-use trademark applications to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law (collectively, the “Trademarks”);

6. 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;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

9. 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.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. This Intellectual Property Security Agreement shall automatically terminate upon the termination of the Security Agreement.

This Intellectual Property Security Agreement shall be governed by and be construed in accordance with the laws of the State of New York without giving effect to conflicts of law principles, other than the provisions of New York General Obligations Law Sections 5-1401 and 5-1402.

[Signature page follows.]

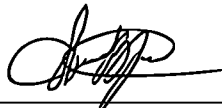
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

Address of Grantor:

Suite 2600, 900 Maisonneuve Street West
Montreal, Quebec
H3A 0AB

BEHAVOX LTD.

By: 
Name: Erkin Adylov
Title: CEO

SECURED PARTY:

Address of Agent:

13th Floor, 40 King Street West
Toronto, Ontario
M5H 1H1

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

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

GRANTOR:

Address of Grantor:

Suite 2600, 900 Maisonneuve Street West
Montreal, Quebec
H3A 0A8

BEHAVOX LTD.

By: _____
Name:
Title:

SECURED PARTY:

Address of Agent:

13th Floor, 40 King Street West
Toronto, Ontario
M5H 1H1

THE BANK OF NOVA SCOTIA

By:  _____
Name: Vincent Baldwin-Côté
Title: Associate Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issued Patents Issue Date</u>	<u>Title</u>
Behavox Ltd.	United States of America	10630560	21 April 2020	Method and user interfaces for monitoring, interpreting and visualizing communications between users

EXHIBIT C

Trademarks

Registered Trademarks:

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Behavox Ltd.	United States of America	CRX	5963868	August 21, 2018	January 21, 2020
Behavox Ltd.	United States of America	BEHAVOX	5911038	August 21, 2018	November 19, 2019
Behavox Ltd.	United States of America	Behavox Platform	5905944	January 10, 2019	November 12, 2019
Behavox Ltd.	United States of America	BEHAVOX UNIVERSITY	5772263	August 21, 2018	June 11, 2019

Pending Trademark Applications:

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Behavox Ltd.	United States of America	BEHAVOX QUANTUM	97470143	June 22, 2022
Behavox Ltd.	United States of America	BEHAVOX INSIDER CRIME	97432408	May 27, 2022
Behavox Ltd.	United States of America	BEHAVOX QUANTUM	97398867	May 6, 2022