

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babel Street, Inc.		12/28/2022	Corporation: DELAWARE
Basis Technology Corporation		12/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5607911	BABEL BOX	
Registration Number:	5607912	BABEL BOX	
Registration Number:	5797921	BABEL CHANNELS	
Registration Number:	6887389	BABEL DISCOVER	
Registration Number:	4591211	BABEL SENTRY	
Registration Number:	5722613	BABEL STREAMS	
Registration Number:	5306765	BABEL STREET	
Registration Number:	5225628	BABEL STREET	
Registration Number:	6467611	BABEL SYNTHESIS	
Registration Number:	5370168	BABEL UNIVERSITY	
Registration Number:	4683437	BABEL X	
Registration Number:	4991715	BABEL X	
Registration Number:	5155880	DECIPHER YOUR WORLD	
Registration Number:	4545101	DUNAMI	
Registration Number:	6234117	LOCATE X	
Registration Number:	6717490	BABEL OASIS	
Registration Number:	2384713	ROSETTE	
Registration Number:	3916872	ROSETTE	

CH \$465.00 5607911

CORRESPONDENCE DATA**Fax Number:**

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.

Email: zfields@kramerlevin.com**Correspondent Name:** Zachary B. Fields**Address Line 1:** 1177 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	071016-00064
NAME OF SUBMITTER:	Zachary B. Fields
SIGNATURE:	/Zachary B. Fields/
DATE SIGNED:	12/29/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 28, 2022, is made by Babel Street, Inc., a Delaware corporation (“**Babel Street**”) and Basis Technology Corporation, a Delaware corporation (“**Basis**” and, together with Babel Street, collectively, the “**Grantor**”), in favor of Hercules Capital, Inc., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of December 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by PDF, facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect

the validity, enforceability and binding effect of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

BABEL STREET, INC.

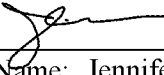
By: DocuSigned by:
Michael Southworth
Name: Michael Southworth
Title: Chief Executive Officer

BASIS TECHNOLOGY CORPORATION

By: DocuSigned by:
Michael Southworth
Name: Michael Southworth
Title: Chief Executive Officer

Accepted and Agreed:

HERCULES CAPITAL, INC., as Collateral Agent

By: 
Name: Jennifer Choe
Title: Associate General Counsel

SCHEDULE A

MARK	JURISDICTION	LOAN PARTY	APPLICATION DATE	REGISTRATION DATE	APPLICATION NO.	REGISTRATION NO.	STATUS
Babel BOX	US	Babel Street, Inc.	09-May-2017	13-Nov-2018	87/441998	5607911	Registered
Babel BOX	US	Babel Street, Inc.	09-May-2017	13-Nov-2018	87/442007	5607912	Registered
BABEL CHANNELS	US	Babel Street, Inc.	11-Sep-2018	09-Jul-2019	88/112514	5797921	Registered
BABEL DISCOVER	US	Babel Street, Inc.	14-MAY-2021	01-Nov-2022	90/711116	6887389	Registered
BABEL SENTRY	US	Babel Street, Inc.	21-May-2013	26-Aug-2014	85/938215	4591211	Registered
BABEL STREAMS	US	Babel Street, Inc.	17-Dec-2015	09-Apr-2019	86/852709	5722613	Registered
BABEL STREET	US	Babel Street, Inc.	21-May-2013	10-Oct-2017	85/938186	5306765	Registered
BABEL STREET	US	Babel Street, Inc.	21-May-2013	20-Jun-2017	85/984287	5225628	Registered
BABEL SYNTHESIS	US	Babel Street, Inc.	09-Nov-2020	31-Aug-2021	90/300465	6467611	Registered
BABEL UNIVERSITY	US	Babel Street, Inc.	18-Jul-2017	02-Jan-2018	87/532611	5370168	Registered
BABEL X	US	Babel Street, Inc.	21-May-2013	10-Feb-2015	85/938197	4683437	Registered
BABEL X (Stylized in color) & Design	US	Babel Street, Inc.	01-Sep-2015	05-Jul-2016	86/743894	4991715	Registered
DECIPHER YOUR WORLD	US	Babel Street, Inc.	28-Jul-2016	07-Mar-2017	87/119932	5155880	Registered
DUNAMI	US	Babel Street, Inc.	01-Mar-2013	03-Jun-2014	85/981948	4545101	Registered
LOCATE X	US	Babel Street, Inc.	17-May-2017	29-Dec-2020	87/453515	6234117	Registered
Babel OASIS	US	Babel Street, Inc.	5/6/21	03-May-2022	90/693770	6717490	Registered
ROSETTE (1)	US	Basis Technology Corporation ¹	10/14/98	9/12/2000	75/565290	2384713	Registered
ROSETTE (NEW) (1)	US	Basis Technology Corporation	6/23/10	2/8/2011	85/069681	3916872	Registered

¹ Registered owner of record is Basis Technology Corporation, a MA corporation.