

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uniphore Technologies Inc.		01/09/2023	Corporation: DELAWARE
Uniphore Technologies North America Inc.		01/09/2023	Corporation: DELAWARE
Uniphore Software Systems Inc.		01/09/2023	Corporation: DELAWARE
Colabo, Inc.		01/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Ventures USA Inc.		
Street Address:	2929 Walden Avenue		
Internal Address:	DAC Post Close		
City:	Depew		
State/Country:	NEW YORK		
Postal Code:	14043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	90862991	U-TRUST	
Serial Number:	90863002	U-SALES	
Serial Number:	90862996	U-ANALYZE	
Serial Number:	90865031		
Serial Number:	90862986	U-ASSIST	
Serial Number:	90862980	U-SELF SERVE	
Serial Number:	97026896	Q-SALES	
Serial Number:	97026888	Q-SELL	
Serial Number:	97039934	Q-HR	
Serial Number:	97039937	Q-MARKETING	
Serial Number:	90865017	OTTO	
Serial Number:	97150715	KULA	
Serial Number:	97471401	Q FOR MARKETING	
Serial Number:	97471408	Q FOR HR	

CH \$390.00 90862991

Property Type	Number	Word Mark
Serial Number:	97471373	Q FOR SALES

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	01/20/2023

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 9, 2023, by and among HSBC VENTURES USA INC. (“Bank”), UNIPHORE TECHNOLOGIES INC., a Delaware corporation (“Parent”), UNIPHORE TECHNOLOGIES NORTH AMERICA INC., a Delaware corporation (“UTNA”), UNIPHORE SOFTWARE SYSTEMS INC., a Delaware corporation (“USS”), and COLABO, INC., a Delaware corporation (“Colabo” and together with Parent, UTNA, and USS are referred to herein, individually and collectively, as the context requires, jointly and severally, as “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 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 the 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 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 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.

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. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 12.02 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.


7. Choice of Law, Venue, and Jury Trial Waiver. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.

[Signature page follows.]

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

GRANTOR:


UNIPHORE TECHNOLOGIES INC.

By 

Name: Stephane Berthier

Title: Chief Financial Officer


UNIPHORE TECHNOLOGIES NORTH AMERICA INC.

By 

Name: Stephane Berthier

Title: Chief Financial Officer

UNIPHORE SOFTWARE SYSTEMS INC.

By 

Name: Stephane Berthier

Title: Chief Financial Officer

COLABO, INC.

By 

Name: Stephane Berthier

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007949 FRAME: 0692

BANK:

HSBC VENTURES USA INC.

By Bradly Reiner
Name: Bradly Reiner
Title: SVP, HSBC Ventures

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Owner</u>
None.			

EXHIBIT B

Patents

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
/UNP003-IN	Adaptive voice authentication system and method	6215CHE2015	India	Filed	18-Nov-15	Uniphore Technologies Inc.
/UNP003-US	Adaptive voice authentication system and method	15064740	US	Issued	9-Mar-16	Uniphore Technologies Inc.
/UNP004-IN	System and method for improved audio consistency	6580CHE2015	India	Filed	9-Dec-15	Uniphore Technologies Inc.
/UNP004-US	System and method for improved audio consistency	15071258	US	Issued	16-Mar-16	Uniphore Technologies Inc.
/UNP005-IN	Speech analytics system	201641008277	India	Filed	9-Mar-16	Uniphore Technologies Inc.
/UNP005-US	Speech analytics system	15177833	US	Abandoned	9-Jun-16	Uniphore Technologies Inc.
/UNP006-IN	System and method for dynamic speech recognition selection	201841000521	India	Filed	5-Jan-18	Uniphore Technologies Inc.
/UNP006-US	System and method for dynamic speech recognition selection based on speech rate or business domain	15915181	US	Issued	8-Mar-18	Uniphore Technologies Inc.
/UNP007-IN	System and method for structuring data for analysis	201841041892	India	Filed	5-Nov-18	Uniphore Technologies Inc.
/UNP007-US	System and method for structuring data for analysis	16273275	US	Filed	12-Feb-19	Uniphore Technologies Inc.
UNI005	Automated real-time call summarization	16663339	US	Issued	25-Oct-19	Uniphore Technologies Inc.
UNI005CON	Automated real-time call summarization	17516753	US	Filed	2-Nov-21	Uniphore Technologies Inc.
UNI007	Promise management apparatus and method	16663361	US	Issued	25-Oct-19	Uniphore Software Systems Inc.
UNI007	Promise management apparatus and method	201941004137	India	Filed	1-Feb-19	Uniphore Software Systems Inc.
UNI007CON	Promise management apparatus and method	17677993	US	Filed	22-Feb-22	Uniphore Software Systems Inc.
UNI011	Method and apparatus for automated categorization of calls for call centers	202011000468	India	Filed	6-Jan-20	Uniphore Software Systems Inc.
UNI011	Method and apparatus for automatic categorization of calls in a call center environment	16808219	US	Allowed (will be issued)	3-Mar-20	Uniphore Software Systems Inc.
UNI012	Behavioral analysis for contact center calls	16836892	US	Abandoned	31-Mar-20	Uniphore Software Systems Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
UNI012	Behavioral analysis for contact center calls	202011014476	India	Pending	31-Mar-20	Uniphore Software Systems Inc.
UNI015	Method and apparatus for improving efficiency of automatic speech recognition - informally VAD	202011009110	India	Filed	3-Mar-20	Uniphore Software Systems Inc.
UNI015	Method and apparatus for improving efficiency of automatic speech recognition - informally VAD	16836861	US	Filed	31-Mar-20	Uniphore Software Systems Inc.
UNI016	Method and apparatus for automatic speaker diarization	202011014477	India	Filed	31-Mar-20	Uniphore Software Systems Inc.
UNI016	Method and apparatus for automatic speaker diarization	16836850	US	Issued	31-Mar-20	Uniphore Software Systems Inc.
UNI017	Propensity model for user to post review on social media	202011015761	India	Filed	27-Jul-20	Uniphore Software Systems Inc.
UNI017	Method and apparatus for predicting customer behavior	16939469	US	Issued	27-Jul-20	Uniphore Software Systems Inc.
UNI019	Method and apparatus for automated summarization of calls for call centers	202111049780	India	Filed	29-Oct-21	Uniphore Technologies Inc.
UNI020	Method and apparatus for extracting key information from conversational voice data	17033644	US	Allowed (will be issued)	25-Sep-20	Uniphore Software Systems Inc.
UNI020	Extract question and answer from a conversation	202011037362	India	Filed	31-Aug-20	Uniphore Software Systems Inc.
UNI023	AI based virtual coaching	202111013186	India	Filed	25-Mar-21	Uniphore Software Systems Inc.
UNI023	AI based virtual coaching	17213156	US	Issued	25-Mar-21	Uniphore Software Systems Inc.
UNI024	Method and apparatus for predicting customer satisfaction from a conversation	17111807	US	Allowed (will be issued)	4-Dec-20	Uniphore Software Systems Inc.
UNI024	Customer satisfaction prediction	202011046401	India	Filed	23-Oct-20	Uniphore Software Systems Inc.
UNI025	Next best action	202111000009	India	Filed	31-Dec-20	Uniphore Software Systems Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
UNI025	Method and apparatus for providing active call guidance to an agent in a call center environment	17139873	US	Issued	31-Dec-20	Uniphore Technologies Inc.
UNI026	Next best workflow	202111012643	India	Filed	31-Mar-21	Uniphore Software Systems Inc.
UNI026	Next best workflow	17211792	US	Allowed (will be issued)	31-Mar-21	Uniphore Software Systems Inc.
UNI027	Active learning pipeline	17491527	US	Filed	30-Sep-21	Uniphore Technologies Inc.
UNI028P	Multi-modal data fusion	63293659	US	Filed Provisional	23-Dec-21	Uniphore Technologies Inc.
UNI031	Method and apparatus for redacting sensitive information from audio	17491511	US	Filed	30-Sep-21	Uniphore Technologies Inc.
UNI032	ASR assisted entity extraction	202111049851	India	Provisional	30-Oct-21	Uniphore Technologies Inc.
UNI033	Intent guided languages models for conversational ai	202111049851	India	Provisional	30-Oct-21	Uniphore Technologies Inc.
UNI038P	Method and apparatus for generating a self-service workflow	63315525	US	Filed Provisional	1-Mar-22	Uniphore Technologies Inc.
UNI039P	Method and apparatus for using emotional parameters to predict customer behavior	63315526	US	Filed Provisional	1-Mar-22	Uniphore Technologies Inc.
UNI040P	Method and apparatus for implementing contextual biasing in GPU decoder for online ASR	202211038228	India	Filed Provisional	2-Jul-22	Uniphore Technologies Inc.
UNI041	Detect sarcasm/irony	17855754	US	Filed	30-Jun-22	Uniphore Technologies Inc.
/UNP009-IN	TRANSPORT CONTROL PROTOCOL FOR SMS	312CHE2012	India	Filed	27-Jan-12	1. INDIAN INSTITUTE OF TECHNOLOGY MADRAS; 2. IITMS RURAL TECHNOLOGY AND BUSINESS INCUBATOR (RTBI); 3. Uniphore Technologies Inc.
/UNP010-IN	METHOD AND SYSTEM FOR ENHANCING AUTHENTICATION PERFORMANCE BY UPDATING VOICE PRINT	5202CHE2012	India	Filed	13-Dec-12	1. Indian Institute of Technology Madras; 2. Uniphore Technologies Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
/UNP013-IN	Voice Authenticated locking mechanism	2813CHE2009	India	Issued	16-Nov-09	1. Reliance-IITM Telecom Centre of Excellence. 2. Uniphore Technologies Inc.

EXHIBIT C

Trademarks

Brand	Status	Holder	Holder country	Number	App. Date
UNIPHORE	Active	Uniphore Software Systems Inc.	EM	18266194	4-Jul-20
U-TRUST	Pending	Uniphore Software Systems Inc.	US	90862991	3-Aug-21
U-SALES	Pending	Uniphore Software Systems Inc.	US	90863002	3-Aug-21
U-ANALYZE	Pending	Uniphore Software Systems Inc.	US	90862996	3-Aug-21
U-ASSIST	Pending	Uniphore Software Systems Inc.	US	90862986	3-Aug-21
U-SELF SERVE	Pending	Uniphore Software Systems Inc.	US	90862980	3-Aug-21
OTTO	Pending	Uniphore Software Systems Inc.	US	90865017	4-Aug-21
Uniphore Octopus Logo	Pending	Uniphore Software Systems Inc.	US	90865031	4-Aug-21
U-Self Serve	Active	Uniphore Software Systems Inc.	NZ	1192247	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	NZ	1192210	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	NZ	1192034	9-Aug-21
U-Self Serve	Active	Uniphore Software Systems Inc.	SG	40202124712U	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	SG	40202124713P	9-Aug-21
U-Analyze	Active	Uniphore Software Systems Inc.	SG	40202124191S	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	SG	40202124791R	9-Aug-21
U-Analyze	Pending	Uniphore Software Systems Inc.	PH	M1001618075	9-Aug-21
U-Analyze	Pending	Uniphore Software Systems Inc.	NZ	1191562	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	AU	2218615	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	AU	2219916	9-Aug-21
U-Self Serve	Pending	Uniphore Software Systems Inc.	AU	2218606	9-Aug-21
U-Analyze	Active	Uniphore Software Systems Inc.	AU	2216961	9-Aug-21
U-Assist	Pending	Uniphore Software Systems Inc.	PH	M1001618778	9-Aug-21
U-Self Serve	Pending	Uniphore Software Systems Inc.	PH	M1001618777	9-Aug-21
U-Trust	Pending	Uniphore Software Systems Inc.	PH	M1001619632	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	US	1618778	9-Aug-21
U-Self Serve	Active	Uniphore Software Systems Inc.	US	1618777	9-Aug-21
U-Analyze	Active	Uniphore Software Systems Inc.	US	1618075	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	US	1619632	9-Aug-21
U-Sales	Active	Uniphore Software Systems Inc.	NZ	1192120	10-Aug-21

Brand	Status	Holder	Holder country	Number	App. Date
U-Sales	Active	Uniphore Software Systems Inc.	SG	40202124700P	10-Aug-21
U-Sales	Active	Uniphore Software Systems Inc.	AU	2218590	10-Aug-21
U-Sales	Pending	Uniphore Software Systems Inc.	PH	M1001618669	10-Aug-21
U-Sales	Active	Uniphore Software Systems Inc.	US	1618669	10-Aug-21
Q-SALES	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97026896	14-Sep-21
Q-SELL	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97026888	14-Sep-21
Q-HR	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97039934	22-Sep-21
Q-MARKETING	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97039937	22-Sep-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	SG	40202126716W	4-Oct-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	NZ	1194288	4-Oct-21
OTTO	Active	Uniphore Software Systems Inc.	NZ	1194147	4-Oct-21
OTTO	Active	Uniphore Software Systems Inc.	SG	40202126717R	4-Oct-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	AU	2225318	4-Oct-21
OTTO	Pending	Uniphore Software Systems Inc.	AU	2225329	4-Oct-21
Uniphore Octopus Logo	Pending	Uniphore Software Systems Inc.	PH	M1001624362	4-Oct-21
OTTO	Pending	Uniphore Software Systems Inc.	PH	M1001624363	4-Oct-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	US	1624362	4-Oct-21
OTTO	Active	Uniphore Software Systems Inc.	US	1624363	4-Oct-21
KULA	Allowed (not Active yet)	Uniphore Software Systems Inc.	US	97150715	1-Dec-21
KULA	Active	Uniphore Software Systems Inc.	AU	2251611	20-Jan-22
KULA	Pending	Uniphore Software Systems Inc.	PH	M1001646665	20-Jan-22
KULA	Pending	Uniphore Software Systems Inc.	SG	40202204324V	20-Jan-22
KULA	Pending	Uniphore Software Systems Inc.	NZ	1203841	20-Jan-22
KULA	Active	Uniphore Software Systems Inc.	US	1646665	20-Jan-22
Q FOR MARKETING	Pending	Uniphore Technologies Inc.	US	97471401	22-Jun-22
Q FOR HR	Pending	Uniphore Technologies Inc.	US	97471408	22-Jun-22

Brand	Status	Holder	Holder country	Number	App. Date
Q FOR SALES	Pending	Uniphore Technologies Inc.	US	97471373	22-Jun-22

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Owner</u>
None.			

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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.

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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 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 the 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 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 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.

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. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 12.02 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.

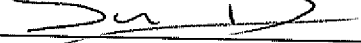
7. Choice of Law, Venue, and Jury Trial Waiver. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.

[Signature page follows.]

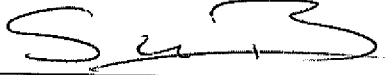
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


UNIPHORE TECHNOLOGIES INC.

By 
Name: Stéphane Berthier
Title: Chief Financial Officer


UNIPHORE TECHNOLOGIES NORTH AMERICA INC.

By 
Name: Stéphane Berthier
Title: Chief Financial Officer

UNIPHORE SOFTWARE SYSTEMS INC.

By 
Name: Stéphane Berthier
Title: Chief Financial Officer

COLABO, INC.

By 
Name: Stéphane Berthier
Title: Chief Financial Officer

BANK:

HSBC VENTURES USA INC.

By Bradly Reiner
Name: Bradly Reiner
Title: SVP, HSBC Ventures

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Owner</u>
None.			

EXHIBIT B

Patents

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
/UNP003-IN	Adaptive voice authentication system and method	6215CHE2015	India	Filed	18-Nov-15	Uniphore Technologies Inc.
/UNP003-US	Adaptive voice authentication system and method	15064740	US	Issued	9-Mar-16	Uniphore Technologies Inc.
/UNP004-IN	System and method for improved audio consistency	6580CHE2015	India	Filed	9-Dec-15	Uniphore Technologies Inc.
/UNP004-US	System and method for improved audio consistency	15071258	US	Issued	16-Mar-16	Uniphore Technologies Inc.
/UNP005-IN	Speech analytics system	201641008277	India	Filed	9-Mar-16	Uniphore Technologies Inc.
/UNP005-US	Speech analytics system	15177833	US	Abandoned	9-Jun-16	Uniphore Technologies Inc.
/UNP006-IN	System and method for dynamic speech recognition selection	201841000521	India	Filed	5-Jan-18	Uniphore Technologies Inc.
/UNP006-US	System and method for dynamic speech recognition selection based on speech rate or business domain	15915181	US	Issued	8-Mar-18	Uniphore Technologies Inc.
/UNP007-IN	System and method for structuring data for analysis	201841041892	India	Filed	5-Nov-18	Uniphore Technologies Inc.
/UNP007-US	System and method for structuring data for analysis	16273275	US	Filed	12-Feb-19	Uniphore Technologies Inc.
UNI005	Automated real-time call summarization	16663339	US	Issued	25-Oct-19	Uniphore Technologies Inc.
UNI005CON	Automated real-time call summarization	17516753	US	Filed	2-Nov-21	Uniphore Technologies Inc.
UNI007	Promise management apparatus and method	16663361	US	Issued	25-Oct-19	Uniphore Software Systems Inc.
UNI007	Promise management apparatus and method	201941004137	India	Filed	1-Feb-19	Uniphore Software Systems Inc.
UNI007CON	Promise management apparatus and method	17677993	US	Filed	22-Feb-22	Uniphore Software Systems Inc.
UNI011	Method and apparatus for automated categorization of calls for call centers	202011000468	India	Filed	6-Jan-20	Uniphore Software Systems Inc.
UNI011	Method and apparatus for automatic categorization of calls in a call center environment	16808219	US	Allowed (will be issued)	3-Mar-20	Uniphore Software Systems Inc.
UNI012	Behavioral analysis for contact center calls	16836892	US	Abandoned	31-Mar-20	Uniphore Software Systems Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
UNI012	Behavioral analysis for contact center calls	202011014476	India	Pending	31-Mar-20	Uniphore Software Systems Inc.
UNI015	Method and apparatus for improving efficiency of automatic speech recognition - informally VAD	202011009110	India	Filed	3-Mar-20	Uniphore Software Systems Inc.
UNI015	Method and apparatus for improving efficiency of automatic speech recognition - informally VAD	16836861	US	Filed	31-Mar-20	Uniphore Software Systems Inc.
UNI016	Method and apparatus for automatic speaker diarization	202011014477	India	Filed	31-Mar-20	Uniphore Software Systems Inc.
UNI016	Method and apparatus for automatic speaker diarization	16836850	US	Issued	31-Mar-20	Uniphore Software Systems Inc.
UNI017	Propensity model for user to post review on social media	202011015761	India	Filed	27-Jul-20	Uniphore Software Systems Inc.
UNI017	Method and apparatus for predicting customer behavior	16939469	US	Issued	27-Jul-20	Uniphore Software Systems Inc.
UNI019	Method and apparatus for automated summarization of calls for call centers	202111049780	India	Filed	29-Oct-21	Uniphore Technologies Inc.
UNI020	Method and apparatus for extracting key information from conversational voice data	17033644	US	Allowed (will be issued)	25-Sep-20	Uniphore Software Systems Inc.
UNI020	Extract question and answer from a conversation	202011037362	India	Filed	31-Aug-20	Uniphore Software Systems Inc.
UNI023	AI based virtual coaching	202111013186	India	Filed	25-Mar-21	Uniphore Software Systems Inc.
UNI023	AI based virtual coaching	17213156	US	Issued	25-Mar-21	Uniphore Software Systems Inc.
UNI024	Method and apparatus for predicting customer satisfaction from a conversation	17111807	US	Allowed (will be issued)	4-Dec-20	Uniphore Software Systems Inc.
UNI024	Customer satisfaction prediction	202011046401	India	Filed	23-Oct-20	Uniphore Software Systems Inc.
UNI025	Next best action	202111000009	India	Filed	31-Dec-20	Uniphore Software Systems Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
UNI025	Method and apparatus for providing active call guidance to an agent in a call center environment	17139873	US	Issued	31-Dec-20	Uniphore Technologies Inc.
UNI026	Next best workflow	202111012643	India	Filed	31-Mar-21	Uniphore Software Systems Inc.
UNI026	Next best workflow	17211792	US	Allowed (will be issued)	31-Mar-21	Uniphore Software Systems Inc.
UNI027	Active learning pipeline	17491527	US	Filed	30-Sep-21	Uniphore Technologies Inc.
UNI028P	Multi-modal data fusion	63293659	US	Filed Provisional	23-Dec-21	Uniphore Technologies Inc.
UNI031	Method and apparatus for redacting sensitive information from audio	17491511	US	Filed	30-Sep-21	Uniphore Technologies Inc.
UNI032	ASR assisted entity extraction	202111049851	India	Provisional	30-Oct-21	Uniphore Technologies Inc.
UNI033	Intent guided languages models for conversational ai	202111049851	India	Provisional	30-Oct-21	Uniphore Technologies Inc.
UNI038P	Method and apparatus for generating a self-service workflow	63315525	US	Filed Provisional	1-Mar-22	Uniphore Technologies Inc.
UNI039P	Method and apparatus for using emotional parameters to predict customer behavior	63315526	US	Filed Provisional	1-Mar-22	Uniphore Technologies Inc.
UNI040P	Method and apparatus for implementing contextual biasing in GPU decoder for online ASR	202211038228	India	Filed Provisional	2-Jul-22	Uniphore Technologies Inc.
UNI041	Detect sarcasm/irony	17855754	US	Filed	30-Jun-22	Uniphore Technologies Inc.
/UNP009-IN	TRANSPORT CONTROL PROTOCOL FOR SMS	312CHE2012	India	Filed	27-Jan-12	1. INDIAN INSTITUTE OF TECHNOLOGY MADRAS; 2. IITMS RURAL TECHNOLOGY AND BUSINESS INCUBATOR (RTBI); 3. Uniphore Technologies Inc.
/UNP010-IN	METHOD AND SYSTEM FOR ENHANCING AUTHENTICATION PERFORMANCE BY UPDATING VOICE PRINT	5202CHE2012	India	Filed	13-Dec-12	1. Indian Institute of Technology Madras; 2. Uniphore Technologies Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
/UNP013-IN	Voice Authenticated locking mechanism	2813CHE2009	India	Issued	16-Nov-09	1. Reliance-IITM Telecom Centre of Excellence. 2. Uniphore Technologies Inc.

EXHIBIT C

Trademarks

Brand	Status	Holder	Holder country	Number	App. Date
UNIPHORE	Active	Uniphore Software Systems Inc.	EM	18266194	4-Jul-20
U-TRUST	Pending	Uniphore Software Systems Inc.	US	90862991	3-Aug-21
U-SALES	Pending	Uniphore Software Systems Inc.	US	90863002	3-Aug-21
U-ANALYZE	Pending	Uniphore Software Systems Inc.	US	90862996	3-Aug-21
U-ASSIST	Pending	Uniphore Software Systems Inc.	US	90862986	3-Aug-21
U-SELF SERVE	Pending	Uniphore Software Systems Inc.	US	90862980	3-Aug-21
OTTO	Pending	Uniphore Software Systems Inc.	US	90865017	4-Aug-21
Uniphore Octopus Logo	Pending	Uniphore Software Systems Inc.	US	90865031	4-Aug-21
U-Self Serve	Active	Uniphore Software Systems Inc.	NZ	1192247	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	NZ	1192210	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	NZ	1192034	9-Aug-21
U-Self Serve	Active	Uniphore Software Systems Inc.	SG	40202124712U	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	SG	40202124713P	9-Aug-21
U-Analyze	Active	Uniphore Software Systems Inc.	SG	40202124191S	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	SG	40202124791R	9-Aug-21
U-Analyze	Pending	Uniphore Software Systems Inc.	PH	M1001618075	9-Aug-21
U-Analyze	Pending	Uniphore Software Systems Inc.	NZ	1191562	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	AU	2218615	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	AU	2219916	9-Aug-21
U-Self Serve	Pending	Uniphore Software Systems Inc.	AU	2218606	9-Aug-21
U-Analyze	Active	Uniphore Software Systems Inc.	AU	2216961	9-Aug-21
U-Assist	Pending	Uniphore Software Systems Inc.	PH	M1001618778	9-Aug-21
U-Self Serve	Pending	Uniphore Software Systems Inc.	PH	M1001618777	9-Aug-21
U-Trust	Pending	Uniphore Software Systems Inc.	PH	M1001619632	9-Aug-21
U-Assist	Active	Uniphore Software Systems Inc.	US	1618778	9-Aug-21
U-Self Serve	Active	Uniphore Software Systems Inc.	US	1618777	9-Aug-21
U-Analyze	Active	Uniphore Software Systems Inc.	US	1618075	9-Aug-21
U-Trust	Active	Uniphore Software Systems Inc.	US	1619632	9-Aug-21
U-Sales	Active	Uniphore Software Systems Inc.	NZ	1192120	10-Aug-21

Brand	Status	Holder	Holder country	Number	App. Date
U-Sales	Active	Uniphore Software Systems Inc.	SG	40202124700P	10-Aug-21
U-Sales	Active	Uniphore Software Systems Inc.	AU	2218590	10-Aug-21
U-Sales	Pending	Uniphore Software Systems Inc.	PH	M1001618669	10-Aug-21
U-Sales	Active	Uniphore Software Systems Inc.	US	1618669	10-Aug-21
Q-SALES	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97026896	14-Sep-21
Q-SELL	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97026888	14-Sep-21
Q-HR	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97039934	22-Sep-21
Q-MARKETING	Allowed (Not yet Active)	Uniphore Software Systems Inc.	US	97039937	22-Sep-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	SG	40202126716W	4-Oct-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	NZ	1194288	4-Oct-21
OTTO	Active	Uniphore Software Systems Inc.	NZ	1194147	4-Oct-21
OTTO	Active	Uniphore Software Systems Inc.	SG	40202126717R	4-Oct-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	AU	2225318	4-Oct-21
OTTO	Pending	Uniphore Software Systems Inc.	AU	2225329	4-Oct-21
Uniphore Octopus Logo	Pending	Uniphore Software Systems Inc.	PH	M1001624362	4-Oct-21
OTTO	Pending	Uniphore Software Systems Inc.	PH	M1001624363	4-Oct-21
Uniphore Octopus Logo	Active	Uniphore Software Systems Inc.	US	1624362	4-Oct-21
OTTO	Active	Uniphore Software Systems Inc.	US	1624363	4-Oct-21
KULA	Allowed (not Active yet)	Uniphore Software Systems Inc.	US	97150715	1-Dec-21
KULA	Active	Uniphore Software Systems Inc.	AU	2251611	20-Jan-22
KULA	Pending	Uniphore Software Systems Inc.	PH	M1001646665	20-Jan-22
KULA	Pending	Uniphore Software Systems Inc.	SG	40202204324V	20-Jan-22
KULA	Pending	Uniphore Software Systems Inc.	NZ	1203841	20-Jan-22
KULA	Active	Uniphore Software Systems Inc.	US	1646665	20-Jan-22
Q FOR MARKETING	Pending	Uniphore Technologies Inc.	US	97471401	22-Jun-22
Q FOR HR	Pending	Uniphore Technologies Inc.	US	97471408	22-Jun-22

Brand	Status	Holder	Holder country	Number	App. Date
Q FOR SALES	Pending	Uniphore Technologies Inc.	US	97471373	22-Jun-22

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Owner</u>
None.			