

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KORE.AI, INC.		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	400 HAMILTON AVENUE, SUITE 310		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5113216		
Registration Number:	5703878	KORE.AI	
Serial Number:	97638148	BANKASSIST	
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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Fl		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	03/31/2023		
Total Attachments: 10			
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page1.tif			
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page2.tif			
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page3.tif			
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page4.tif			

OP \$90.00 5113216

source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page5.tif
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page6.tif
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page7.tif
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page8.tif
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page9.tif
source=Hercules - Kore.ai - Intellectual Property Security Agreement Executed(140503995.1)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 31, 2023, is made by KORE.AI, INC., a Delaware Corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of HERCULES CAPITAL, INC. (“Agent”) in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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, re-examination certificates, utility models, 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, 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 the foregoing, the Intellectual Property Collateral does not include (a) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

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 Agent.

Grantor hereby authorizes Agent 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.

3. 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 Agent 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

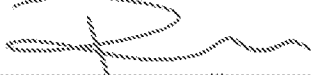
7. Electronic Execution of Certain Other Documents. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the 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 California Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

KORE.AI, INC., a Delaware corporation

By:  _____

Name: Ravi Singh

Title: Chief Financial Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

By: 

Name: Kiersten Zaza Botelho

Title: General Counsel

EXHIBIT A

Copyrights

Copyright	Owner	Copyright No. / Application No.	Status
KORE LOGO	Company	VA 0001954155 / 1-2253482311	Issued

EXHIBIT B

Patents

Patent Applications Filed				
S. No.	Title of the Patent Application	Filing Date	Application No.	Patent No. / Publication No.
1	METHODS FOR MANAGING AUTOMATED DISCOVERY AND KNOWLEDGE SHARING IN ONE OR MORE NETWORKS AND DEVICES THEREOF	March 5, 2020	16/810,522	20210279295 11461417
2	METHODS FOR MANAGING AUTOMATED DISCOVERY AND KNOWLEDGE SHARING IN ONE OR MORE NETWORKS AND DEVICES THEREOF	August 18, 2022	17/890,867	20220405337
3	METHODS FOR ORCHESTRATING AN AUTOMATED CONVERSATION IN ONE OR MORE NETWORKS AND DEVICES THEREOF	May 6, 2020	16/868,250	20210350263
4	METHODS FOR MANAGING CALL TRAFFIC AT A VIRTUAL ASSISTANT SERVER	July 31, 2020	16/945,154	11082559
5	METHODS FOR MANAGING CALL TRAFFIC AT A VIRTUAL ASSISTANT SERVER	June 25, 2021	17/358,870	20220038578
6	METHODS FOR MANAGING CALL TRAFFIC AT A VIRTUAL ASSISTANT SERVER	June 25, 2021	17/358,924	20220038579 11539840
7	METHODS FOR CONDUCTING A CONVERSATION IN AN APPLICATION ENABLED BY A VIRTUAL ASSISTANT SERVER AND DEVICES THEREOF	December 15, 2020	17/122,730	20220188523
8	SYSTEMS AND METHODS OF IMPLEMENTING PLATFORMS FOR BOT INTERFACES WITHIN AN INTELLIGENT DEVELOPMENT PLATFORM	April 23, 2021	17/238,866	20220343901
9	METHODS FOR MANAGING PROCESS APPLICATION DEVELOPMENT AND INTEGRATION WITH BOTS AND DEVICES THEREOF	June 30, 2021	17/364,267	20230004360
10	SYSTEMS AND METHODS FOR NATURAL LANGUAGE PROCESSING USING A PLURALITY OF NATURAL LANGUAGE MODELS	November 30, 2021	17/539,059	
11	SYSTEMS AND METHODS FOR HANDLING CUSTOMER CONVERSATIONS AT A CONTACT CENTER	December 22, 2021	17/559,260	
12	SYSTEMS AND METHODS FOR HANDLING CUSTOMER CONVERSATIONS AT A CONTACT CENTER	December 22, 2021	17/559,606	

US-DOCS\140029603.2

US-DOCS\140029603.4

Error! Unknown document property name.

US-DOCS\140029603.6

TRADEMARK
REEL: 008029 FRAME: 0255

13	SYSTEMS AND METHODS FOR COMPARING VERSIONS OF A VIRTUAL ASSISTANT	May 19, 2022	17/748,168	
14	SYSTEMS AND METHODS FOR TRAINING A VIRTUAL ASSISTANT	June 21, 2022	17/845,388	
15	METHODS AND SYSTEMS FOR AMBIGUITY RESOLUTION IN CONVERSATIONS MANAGED BY A VIRTUAL ASSISTANT SERVER	July 29, 2022	17/877,510	

EXHIBIT C

Trademarks


<u>Mark</u>	<u>Registration Number</u>
BANKASSIST	97638148 19-OCT-2022 (Application Pending)
	5113216
KORE.AI	5703878

EXHIBIT D

Mask Works

None.