

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talkdesk, Inc.		01/19/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A.		
Street Address:	545 Washington Blvd., 9th Floor		
Internal Address:	Attn: CRE Doc & Close		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7190181	T	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	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:	01/24/2024		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 19, 2024, by and between HSBC BANK USA, N.A., as administrative agent (together with its permitted successors in such capacity, “Agent”), and TALKDESK, INC., a Delaware corporation (“Grantor”).

RECITALS

A. (i) HSBC Ventures USA, Inc., (ii) Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, and (iii) Stifel Bank & Trust (individually and collectively, the “Lenders”) have 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 among Agent, the Lenders and Grantor dated as of November 1, 2022 (as amended by that certain Waiver and First Amendment to Loan and Security Agreement dated as of June 9, 2023, as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of the date hereof, and as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Agent and the Lenders.

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

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Agent and the Lenders, Grantor grants and pledges to Agent, for 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 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 Agent.

3. Authorization. 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.

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 Agent and Lenders 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.

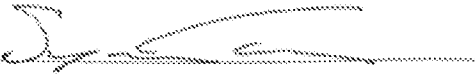
7. Choice of Law, Venue, and Jury Trial Waiver. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.

[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:

TALKDESK, INC.

By 

Name: Sydney Carey

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

AGENT:

HSBC BANK USA, N.A.


By: Kim (Jan 17, 2024 16:24 EST)

Name: Ryan Kim

Title: Senior Vice President

EXHIBIT A

Copyrights

UNITED STATES COPYRIGHTS:

None

OTHER COPYRIGHTS:

None

EXHIBIT B

Patents

<u>Attorney Ref</u>	<u>Country Code</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
100-00301-US1	US	17/314,783	5/7/2021	11736615	8/22/2023	METHOD, APPARATUS, AND COMPUTER-READABLE MEDIUM FOR MANAGING CONCURRENT COMMUNICATIONS IN A NETWORKED CALL CENTER
100-00302-US1	US	17/349,060	6/16/2021			METHOD, APPARATUS, AND COMPUTER-READABLE MEDIUM FOR MANAGING WORKFORCES WITH ROTATING SHIFTS
100-00306-US1	US	17/687,744	3/7/2022			PREDICTIVE COMMUNICATIONS SYSTEM

100-00305-US1	US	17/826,917	5/27/2022	11736616	8/22/2023	METHOD AND APPARATUS FOR AUTOMATICALLY TAKING ACTION BASED ON THE CONTENT OF CALL CENTER COMMUNICATIONS
100-00302-EP1	EP	22178124.8	6/9/2022			METHOD, APPARATUS, AND COMPUTER-READABLE MEDIUM FOR MANAGING WORKFORCES WITH ROTATING SHIFTS
100-00302-CN1	CN	202210680985.1	6/15/2022			METHOD, APPARATUS, AND COMPUTER-READABLE MEDIUM FOR MANAGING WORKFORCES WITH ROTATING SHIFTS
100-00304-US1	US	17/843,111	6/17/2022			METHOD AND APPARATUS FOR DETECTING ANOMOLIES IN COMMUNICATION DATA
100-00303-EP1 (CIP)	EP	22179647.7	6/17/2022			METHOD AND APPARATUS FOR AUTOMATED QUALITY MANAGEMENT OF

								COMMUNICATION RECORDS
100-00303-CN1 (CIP)	CN	202210771341.3	6/30/2022					METHOD AND APPARATUS FOR AUTOMATED QUALITY MANAGEMENT OF COMMUNICATION RECORDS
100-00007-US1-C	US	17/962,179	10/7/2022					SYSTEM AND METHOD FOR AUTOMATED AGENT ASSISTANCE WITHIN A CLOUD-BASED CONTACT CENTER
100-00307-US1	US	18/065,312	12/13/2022					METHOD AND APPARATUS FOR ROUTING COMMUNICATIONS WITHIN A CONTACT CENTER
100-00312-US1	US	18/117,926	3/6/2023					System and Method for Enforcing Service Levels of Multiple Communication Channels in a Networked Computing Call Center
100-00311-US1	US	18/117,905	3/6/2023					System and Method for Managing Communications in a Networked Call Center
100-00303-US1-CIP	US	17/403,120	8/16/2021	11677875		6/13/2023		METHOD AND APPARATUS FOR

100-00127-US1	US	16/668,265	10/30/2019	11706339	7/18/2023	AUTOMATED QUALITY MANAGEMENT OF COMMUNICATION RECORDS SYSTEM AND METHOD FOR COMMUNICATION ANALYSIS FOR USE WITH AGENT ASSIST WITHIN A CLOUD-BASED CONTACT CENTER
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EXHIBIT C

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Talkdesk, Inc.	7,190,181	T and Three Dot Design

OTHER TRADEMARKS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Talkdesk, Inc.	2162392	Australia	TALKDESK
Talkdesk, Inc.	1653670	Australia	T and Three Dot Design
Talkdesk, Inc.	2259877	Australia	EXPERIENCE. A

Talkdesk, Inc.	1653670	Brazil	BETTER WAY. T and Three Dot Design
Talkdesk, Inc.	1580547	Brazil	TALKDESK
Talkdesk, Inc.	2090859	Canada	TALKDESK
Talkdesk, Inc.	1653670	Canada	T and Three Dot Design
Talkdesk, Inc.	1653572	Canada	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	1674221	EUTM	OPENTALK
Talkdesk, Inc.	1580547	EUTM	TALKDESK
Talkdesk, Inc.	1680026	EUTM	OPENTALK
Talkdesk, Inc.	1653670	Japan	T and Three Dot Design
Talkdesk, Inc.	1580547	Japan	TALKDESK
Talkdesk, Inc.	1653572	Mexico	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	1653572	Mexico	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	1653572	Mexico	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	2514821	Mexico	TALKDESK
Talkdesk, Inc.	2514822	Mexico	TALKDESK
Talkdesk, Inc.	2514823	Mexico	TALKDESK
Talkdesk, Inc.	1653670	New Zealand	T and Three Dot Design
Talkdesk, Inc.	1173031	New Zealand	TALKDESK
Talkdesk, Inc.	1580547	Republic of Korea (South)	TALKDESK
Talkdesk, Inc.	1653670	Republic of Korea (South)	T and Three Dot Design
Talkdesk, Inc.	1653670	Singapore	T and Three Dot Design
Talkdesk, Inc.	1580547	Singapore	TALKDESK

Talkdesk, Inc.	1580547	United Kingdom	TALKDESK
Talkdesk, Inc.	1653572	United Kingdom	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	1674221	United Kingdom	OPENTALK
Talkdesk, Inc.	1680026	United Kingdom	OPENTALK
Talkdesk, Inc.	1653572	WIPO	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	1580547	WIPO	TALKDESK
Talkdesk, Inc.	1680026	WIPO	OPENTALK
Talkdesk, Inc.	1674221	WIPO	OPENTALK
Talkdesk, Inc.	1653670	WIPO	T and Three Dot Design

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
Talkdesk, Inc.	1653670	India	T and Three Dot Design
Talkdesk, Inc.	1653572	Japan	EXPERIENCE. A BETTER WAY.
Talkdesk, Inc.	1653670	Mexico	T and Three Dot Design
Talkdesk, Inc.	1653670	Mexico	T and Three Dot

			Design
Talkdesk, Inc.	1206776	New Zealand	EXPERIENCE. A BETTER WAY.

EXHIBIT D

Mask Works

None.