

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIPHORE TECHNOLOGIES INC.		12/22/2021	Corporation: DELAWARE
UNIPHORE TECHNOLOGIES NORTH AMERICA INC.		12/22/2021	Corporation: DELAWARE
UNIPHORE SOFTWARE SYSTEMS INC.		12/22/2021	Corporation: DELAWARE
JACADA, INC.		12/22/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Triplepoint Venture Growth BDC Corp., as Collateral Agent
Street Address:	2755 Sand Hill Rd., Ste. 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	90862996	U-ANALYZE
Serial Number:	90862991	U-TRUST
Serial Number:	90862986	U-ASSIST
Serial Number:	90862980	U-SELF SERVE
Serial Number:	90865031	
Serial Number:	90865017	OTTO
Serial Number:	90863002	U-SALES
Serial Number:	97026896	Q-SALES
Serial Number:	97026888	Q-SELL
Serial Number:	97150715	KULA
Serial Number:	97039934	Q-HR
Serial Number:	97039937	Q-MARKETING
Serial Number:	90822304	JACADA
Registration Number:	4950361	CHANGE THE CHANNEL. KEEP THE CUSTOMER.

OP \$365.00 90862996

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.

Phone: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1555279
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	12/22/2021

Total Attachments: 8

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of December 22, 2021, by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation in its capacity as collateral agent (“Collateral Agent”) for itself and Lenders (as defined below), UNIPHORE TECHNOLOGIES INC., a Delaware corporation, UNIPHORE TECHNOLOGIES NORTH AMERICA INC., a Delaware corporation, UNIPHORE SOFTWARE SYSTEMS INC., a Delaware corporation and JACADA, INC., a Delaware corporation (the “Agreement”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words “You” or “Your” refers to the grantors, (each and collectively, jointly and severally), which are UNIPHORE TECHNOLOGIES INC., a Delaware corporation, UNIPHORE TECHNOLOGIES NORTH AMERICA INC., a Delaware corporation, UNIPHORE SOFTWARE SYSTEMS INC., a Delaware corporation and JACADA, INC., a Delaware corporation and not any individual. The words “the Parties” refers to TRIPLEPOINT VENTURE GROWTH BDC CORP., UNIPHORE TECHNOLOGIES INC., UNIPHORE TECHNOLOGIES NORTH AMERICA INC., UNIPHORE SOFTWARE SYSTEMS INC. and JACADA, INC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of December 22, 2021 by and among, You, Collateral Agent, TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation and TRIPLEPOINT VENTURE LENDING FUND, LLC, a Delaware limited liability company, each in their respective capacities as lenders, each a “Lender” and collectively the “Lenders”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral (as defined in the Loan Agreement).

IP Security Agreement (Uniphore)

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

Upon the occurrence and during the continuation of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Upon Our reasonable request, You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral (subject only to Permitted Liens under clauses (g) and (m) of the definition of "Permitted Liens" set forth in the Loan Agreement, if applicable) and second ranking in priority to the security interest securing the Working Capital Loan Facility (as defined in the Loan Agreement). You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification solely to amend Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter

existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.


You: UNIPHORE TECHNOLOGIES INC.

Signature: 

Print Name: Stephane Berthier

Title: Chief Financial Officer


You: UNIPHORE TECHNOLOGIES NORTH AMERICA INC.

Signature: 

Print Name: Stephane Berthier

Title: Chief Financial Officer

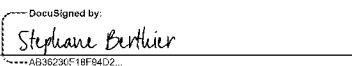
You: UNIPHORE SOFTWARE SYSTEMS INC.

Signature: 

Print Name: Stephane Berthier

Title: Chief Financial Officer

You: JACADA, INC.

Signature: 

Print Name: Stephane Berthier

Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between UNIPHORE TECHNOLOGIES INC., UNIPHORE TECHNOLOGIES NORTH AMERICA INC.,
UNIPHORE SOFTWARE SYSTEMS INC. and JACADA, INC., (each and collectively, jointly and severally)
as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS**PATENTS**

Patent Name	Status and Date Issued	Patent Number
None.		

PATENT APPLICATIONS			
Name	Status & Date Filed	Application Number	Applicant
Method and Apparatus for Automatic Speaker Diarization	Pending 3/31/2020	16/836,850	Uniphore Software Systems Inc.
Method and Apparatus for Improving Efficiency of Automatic Speech Recognition - Informally Vad	Pending 3/31/2020	16/836,861	Uniphore Software Systems Inc.
Method and Apparatus for Automated categorization of calls for Call Centers	Pending 3/6/2020	16/808,219	Uniphore Software Systems Inc.
Behavioral Analysis for Contact Center Calls	Pending 3/31/2020	16/836,892	Uniphore Software Systems Inc.
Propensity model for user to post review on social media	Pending 7/27/2020	16/939,469	Uniphore Software Systems Inc.
Extract question and answer from a conversation	Pending 9/24/2020	17/033,644	Uniphore Software Systems Inc.
Customer Satisfaction prediction	Pending 12/4/2021	17/111,807	Uniphore Software Systems Inc.
AI based virtual coaching	Pending 3/25/2021	17/213,156	Uniphore Software Systems Inc.
Next best action	Pending 12/31/2021	17/139,873	Uniphore Software Systems Inc.
Next best workflow	Pending 3/31/2021	17/211,792	Uniphore Software Systems Inc.
Active learning pipeline	Pending 9/30/2021	17/491,527	Uniphore Technologies Inc.
Method and Apparatus for Redacting Sensitive Information from Audio	Pending 9/30/2021	17/491,511	Uniphore Technologies Inc.
System and method for extracting and parsing free	3/11/2020	16/815494	Jacada, Inc.

text and automating execution of data entry, data retrieval and processes from the extracted and parsed text			
System and method for identifying a caller via a call connection, and matching the caller to a user session involving the caller	3/31/2015	8995646	Jacada, Inc.
System and method for supporting self service and associated agent-assisted service call routing.	4/14/2015	9008288	Jacada, Inc.
Method and apparatus for providing active call guidance to an agent in a call center environment.	11/16/2021	11/178282	Uniphore Technologies Inc.
Automated real-time call summarization	11/2/2021	11/165900	Uniphore Technologies Inc.

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
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UNIPHORE SOFTWARE SYSTEMS INC. and JACADA, INC., (each and collectively, jointly and severally)
as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
None.			

<u>TRADEMARK APPLICATIONS</u>				
Name	Date Filed	Serial Number	Status	Applicant
U-ANALYZE	8/3/2021	90862996	Pending	Uniphore Software Systems Inc.
U-TRUST	8/3/2021	90862991	Pending	Uniphore Software Systems Inc.
U-ASSIST	8/3/2021	90862986	Pending	Uniphore Software Systems Inc.
U-SELF SERVE	8/3/2021	90862980	Pending	Uniphore Software Systems Inc.
(No word description) Uniphore Octopus	8/4/2021	90865031	Pending	Uniphore Software Systems Inc.
OTTO	8/4/2021	90865017	Pending	Uniphore Software Systems Inc.
U-SALES	8/3/2021	90863002	Pending	Uniphore Software Systems Inc.
Q-Sales	9/14/2021	97026896	Pending	Uniphore Software Systems Inc.
Q-Sell	9/14/2021	97026888	Pending	Uniphore Software Systems Inc.
KULA	12/1/2021	97150715	Pending	Uniphore Software Systems Inc.
Q-HR	9/22/2021	97039934	Pending	Uniphore Software Systems Inc.
Q-Marketing	9/22/2021	97039937	pending	Uniphore Software Systems Inc.
Jacada	7/12/2021	90822304	Pending	Jacada, Inc.
Change The Channel. Keep The Customer	5/4/2016	4950361	issued	Jacada, Inc.

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
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UNIPHORE SOFTWARE SYSTEMS INC. and JACADA, INC., (each and collectively, jointly and severally)
as You (Grantor)
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		