

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEAR INTELLIGENCE HOLDINGS INC.		04/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST (LONDON) LIMITED		
Street Address:	Third Floor, 1 King's Arms Yard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3829463	ECHOFON	
Registration Number:	4392702	UBERMEDIA	
Registration Number:	4577078	UBERMEDIA	
Registration Number:	4388513	UBERSOCIAL	
Registration Number:	5064500	UBERADS	
Registration Number:	4519285	UBERADS	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<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:	3123214200		
Email:	aaskuvich@crowell.com		
Correspondent Name:	Alissa Askuvich		
Address Line 1:	455 N Cityfront Plaza Drive, Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Alissa Askuvich		
SIGNATURE:	/AA/		
DATE SIGNED:	05/06/2022		

OP \$165.00 3829463

Total Attachments: 13

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this “**Agreement**”) is entered into as of April 29, 2022 (the “**Restatement Date**”) by and between **NEAR NORTH AMERICA, INC.** (formerly UberMedia, Inc.), a Delaware corporation (“**Near North America**”), **NEAR INTELLIGENCE HOLDINGS INC.**, a Delaware corporation (“**Near Intelligence Holdings Inc.**” or the “**Borrower**”), each other Person signatory to this Agreement as a Grantor (Near North America, Near Intelligence Holdings Inc. and together with each such Person and any other Person that becomes a party to this Agreement as provided in this Agreement, are individually referred to in this Agreement as a “**Grantor**” and collectively as the “**Grantors**”) and **WILMINGTON TRUST (LONDON) LIMITED**, having its registered office at Third Floor, 1 King's Arms Yard, London, EC2R 7AF, as the security agent for the benefit of the Secured Parties (in such capacity, and together with its successor and permitted assigns, the “**Security Agent**”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Intercreditor Agreement (as defined below).

RECITALS

- A.** **Near Pte. Ltd.** and **HARBERT EUROPEAN SPECIALTY LENDING COMPANY II, S.À R.L.** as the lender (“**Harbert**”) have entered into that certain Loan Agreement dated as of January 30, 2019, as amended pursuant to the amendment agreement dated February 25, 2021 between Near Pte. Ltd. and Harbert, and as novated to the Borrower as borrower pursuant to the novation deed dated April 29, 2022 between the Borrower, Near Pte. Ltd and Harbert (as may be further amended, modified, supplemented, or restated from time to time, the “**Harbert Facility Agreement**”), pursuant to which Harbert has agreed to make certain advances of money and to extend certain financial accommodation to the Borrower in the amounts and manner set forth in the Harbert Facility Agreement (the “**Harbert Loans**”).
- B.** Near North America granted to Harbert a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Harbert Facility Agreement under an Intellectual Property Security Agreement dated as of August 5, 2021 between Near North America and Harbert (as amended, restated, supplemented and/or otherwise modified to but excluding the date hereof, the “**Existing IP Security Agreement**”).
- C.** The Borrower and various lenders (including Deutsche Bank AG, London Branch) in accordance with the terms of the DB Facility Agreement (as hereinafter defined) (the “**DB Facility Lenders**”) have entered into that certain Facility Agreement dated as of April 29, 2022 (as may be further amended, modified, supplemented, or restated from time to time, the “**DB Facility Agreement**”), pursuant to which the DB Facility Lenders have agreed to lend money and to extend certain financial accommodation to the Borrower (the “**DB Loans**” and collectively with the Harbert Loans, the “**Loans**”).
- D.** Pursuant to the terms of that certain Amended and Restated Security Agreement of even date herewith (as may be further amended, modified, supplemented, or restated from time to time, the “**Amended and Restated Security Agreement**”), the Grantors have granted to the Security Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Amended and Restated Security Agreement).

- E. The Grantors will obtain substantial benefits as a result of the Loans and, accordingly, the Grantors have agreed to grant to the DB Facility Lenders a security interest in the Copyrights, Trademarks, Patents, and Mask Works to secure the payment and performance of all obligations under the DB Facility Documents (and together with the Harbert Facility Agreement and the other Documents (as defined in the Harbert Facility Agreement), the “**Debt Documents**”) in accordance with the terms of this Agreement.
- F. The Grantors and the Security Agent, on behalf of the Secured Parties, wish to amend and restate the Existing Security Agreement in the form of this Agreement.
- G. This Agreement is made in renewal, amendment, restatement and modification of, but not in extinguishment or novation of, the obligations under the Existing IP Security Agreement.

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 the Secured Liabilities, the Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest

To secure the Secured Liabilities, each of the Grantors hereby grant and pledge to the Security Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including any and all Intellectual Property Collateral constituting general intangibles under the Uniform Commercial Code as in effect in the State of Delaware:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 such 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 and any patents and patent applications claiming the priority benefit of 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 such 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include 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.

2. Recordation

Each 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 the Security Agent.

3. Authorization

Each Grantor hereby authorizes the Security Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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. Intercreditor Agreement

This Agreement has been entered into pursuant to and in conjunction with the Intercreditor Agreement, which is hereby incorporated by reference. The provisions of the Intercreditor Agreement shall supersede and control over any conflicting or inconsistent provision herein (other than Sections 7 and 8 hereof). The rights and remedies of the Security Agent with respect to the Intellectual Property Collateral are as provided by the Intercreditor 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 (by hand or electronic signature) in any number of 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 this Agreement by email or other electronic method of transmission (including .pdf and .tif) shall be equally as effective as delivery of an original executed counterpart of this Agreement.

6. Successors and Assigns

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. No Grantor may assign this Agreement or any rights or obligations under it without the Security Agent's prior written consent which may be granted or withheld in the Security Agent's discretion. Any Secured Party may assign any of its rights

or transfer any of its rights and obligations under this Agreement in accordance with the provisions of the Harbert Facility Agreement or (as the case may be) the DB Facility Agreement.

7. Governing Law

The parties hereto hereby declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees (a) that this Agreement involves at least \$100,000.00, and (b) that this Agreement has been entered into by the parties hereto in express reliance upon 6 Del. C. § 2708. Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b) that service of process may, to the fullest extent permitted by law, be made (in addition to any other service of process manner permitted under applicable law) on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) above shall, to the fullest extent permitted by law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

8. JURY TRIAL WAIVER

GRANTORS AND SECURITY AGENT EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE AMENDED AND RESTATED SECURITY AGREEMENT, THE HARBERT FACILITY AGREEMENT, THE DB FACILITY AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

9. Relationship to Existing IP Security Agreement

(a) As stated in the recitals hereof, this Agreement is intended to amend and restate the provisions of the Existing IP Security Agreement, and the outstanding obligations, if any, under the Existing IP Security Agreement on or prior to the Restatement Date shall from and after the Restatement Date continue to be owing and be subject to the terms of this Agreement.

(b) The Grantors and the Security Agent acknowledge and agree that all fees, costs, reimbursable expenses, indemnification obligations and all other obligations accruing or arising under or in connection with the Existing IP Security Agreement that remain unpaid and outstanding on the Restatement Date shall be and remain outstanding and payable under this Agreement.

(c) The Grantors hereby acknowledge and agree that the security interests granted pursuant to the Existing IP Security Agreement shall remain in full force and effect in accordance with the Existing IP Security Agreement, as amended and restated hereby, and shall continue to secure the obligations under the Debt Documents. The Grantors and the Security Agent hereby acknowledge and confirm that (i) the Existing IP Security Agreement and the collateral pledged thereunder shall remain in full force and effect and secure, without interruption or impairment of any kind, all existing obligations under the Existing IP Security Agreement together with all other obligations hereunder; (ii) all obligations evidenced by the Existing IP Security Agreement are hereby ratified, confirmed and continued as amended and restated hereunder; and (iii) this Agreement is intended to restate, renew, amend and modify the Existing IP Security Agreement in its entirety and shall not constitute a novation and shall in no way

adversely affect or impair the existence or priority of the security interests granted under the Existing IP Security Agreement, as amended and restated hereby.

10. Additional Grantor

Each Grantor that is required to become a party to this Agreement pursuant to either of the Debt Documents shall become a Grantor for all purposes of this Agreement upon execution and delivery by that Grantor of a joinder agreement in the form of Exhibit E.

11. Definitions

In this Agreement:

“**Intercreditor Agreement**” means that certain Intercreditor Agreement dated as of April 29, 2022 between, amongst others, Grantors, the DB Facility Lenders party thereto, Harbert and the Security Agent, as amended, restated, supplemented or modified from time to time in accordance with the terms and conditions thereof.

“**Secured Liabilities**” has the meaning given to it in the Intercreditor Agreement.

“**Secured Parties**” has the meaning given to it in the Intercreditor Agreement.

[Signature page follows]

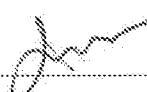
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

NEAR NORTH AMERICA, INC.

By: 
Name: Anil Mathews
Title: Chief Executive Officer

NEAR INTELLIGENCE HOLDINGS INC.


By: 
Name: Anil Mathews
Title: Chief Executive Officer

[Signature Page to Amended and Restated IP Security Agreement]

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

SECURITY AGENT:

WILMINGTON TRUST (LONDON) LIMITED

By: 

Name: Chris Hurford

Title: Vice President

[Signature Page to Amended and Restated IP Security Agreement]

EXHIBIT A

Copyrights

Description	Registration / Application Number	Registration / Application Date
None Identified		

EXHIBIT B

Patents

Description	Registration / Application Number	Registration / Application Date
Real-Time Optimization of Bid Selection	10,825,041	(11/03/2020)
Enhanced Hyperlink Feature for Web Pages	8,135,617	(03/13/2012)
Data Picker Application	8,190,622	(05/29/2012)
Enhanced Hyperlink Feature for Web Pages	8,355,949	(01/15/2013)
Microblogging System and Method for Resending Posts	9,397,974	(07/19/2016)
Foot Traffic Estimation System and Method	16/655,048	(10/16/2019)
Systems and Methods for Interacting with Messages, Authors, and Followers	13/048,823	(03/15/2011)
Microblog Client	13/237,192	(09/20/2011)
Systems and Methods for Interacting with Messages, Authors, and Followers	13/889,698	(05/08/2013)
Method for automatic estimation of spatio-temporal entity counts using machine learning from partially observable location data ¹	16792236	(02/15/2020)
Method for real-time cohort creation based on entity attributes derived from partially observable location data	16792231	(02/15/2020)
Method for linking identifiers to generate a unique entity identifier for deduplicating highspeed data streams in real time	16792226	(02/15/2020)
Method for adaptive location assignment to IP-indexed data streams from partially observable data	17019244	(09/12/2020)
Method for automatically determining target entities from Unstructured conversation using natural language understanding	17039752	(09/30/2020)
Method for automatically assigning visits to partially observable location data streams	17106094	(11/28/2020)
Method for automatically inferring place properties based on spatial activity data using Bayesian models	17080706	(10/26/2020)
Method for identifying a device using attributes and location signatures from the device	17142144	(01/05/2021)

¹ Additional patent details shifted from the schedules to the Singapore debenture as these are US registered patents.

EXHIBIT C

Trademarks

Description	Registration / Application Number	Registration / Application Date
UBERADS	4,519,285	(04/22/2014)
UBERMEDIA	4,577,078	(07/29/2014)
UBERMEDIA	4,392,702	(08/27/2013)
UBERSOCIAL	4,388,513	(08/20/2013)
UBERADS	5,064,500	(10/18/2016)
ECHOFON	3,829,463	(08/03/2010)
ALLSPARK ²	5,677,547	(02/19/2019)
NEAR	5,135,370	(02/07/2017)
ADNEAR	5,430,931	(03/27/2018)
CARBON	5,847,965	(09/03/2019)

² Additional trademark details shifted from the schedules to the Singapore debenture as these are US registered trademarks. Please provide outstanding details.

EXHIBIT D

Mask Works

Description	Registration / Application Number	Registration / Application Date
None Identified		

EXHIBIT E

FORM OF JOINDER TO AGREEMENT

THIS JOINDER AGREEMENT (this “**Joinder Agreement**”) dated as of _____, 20____, is executed by the undersigned for the benefit of Wilmington Trust (London) Limited, as security agent for itself and the other Secured Parties (the “**Security Agent**”), in connection with an Amended and Restated Intellectual Property Security Agreement dated as of April 29, 2022, among the Grantors party thereto and the Security Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”). Capitalized terms not otherwise defined in this Joinder Agreement are being used in this Joinder Agreement as defined in the Agreement.

Each Person signatory to this Joinder Agreement is required to execute this Joinder Agreement pursuant to Section 10 of the Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of a Grantor under the Agreement and agrees that such Person is a Grantor and bound as a Grantor under the terms of the Agreement, as if it had been an original signatory to the Agreement. In furtherance of the foregoing, each such Person hereby collaterally assigns and transfers to Security Agent, and hereby pledges, hypothecates, and grants to Security Agent, for itself and the ratable benefit of the Secured Parties and (to the extent provided in this Joinder Agreement and the Agreement) their Affiliates (as defined in the Intercreditor Agreement), a security interest in all of its right, title and interest in and to the Intellectual Property Collateral owned by that Person to secure the Secured Liabilities.

2. Each such Person hereby makes to Security Agent the representations and warranties set forth in the Agreement applicable to such Person and the applicable Intellectual Property Collateral and confirms that such representations and warranties are true and correct after giving effect to such amendment to such Schedules.

3. In furtherance of its obligations under the Agreement, each such Person acknowledges the authorizations given to Security Agent under Section 2 of the Agreement with respect to recordation.

4. Each such Person’s address for notices under the Agreement is the address of Borrower set forth in the Intercreditor Agreement and each such Person hereby appoints Borrower as its agent to receive notices under the Agreement.

5. This Joinder Agreement is deemed to be part of, and a modification to, the Agreement and is governed by all the terms and provisions of the Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated in this Joinder Agreement by reference, are ratified and confirmed, and will continue in full force and effect as valid and binding agreements of each such Person enforceable against that Person. Each such Person hereby waives notice of Security Agent’s acceptance of this Joinder Agreement. Each such Person shall deliver an executed original of this Joinder Agreement to Security Agent.

[_____] ,
as a Grantor

By: _____
Name: _____
Title: _____