

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Plain English Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIPHORE TECHNOLOGIES INC.		01/09/2023	Corporation: DELAWARE
UNIPHORE SOFTWARE SYSTEMS INC.		01/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Venture Growth BDC Corp., as Collateral Agent		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97471408	Q FOR HR	
Serial Number:	97471401	Q FOR MARKETING	
Serial Number:	97471373	Q FOR SALES	
Serial Number:	97150715	KULA	
Serial Number:	97039934	Q-HR	
Serial Number:	97039937	Q-MARKETING	
Serial Number:	97026896	Q-SALES	
Serial Number:	97026888	Q-SELL	
Serial Number:	90865031		
Serial Number:	90862996	U-ANALYZE	
Serial Number:	90862991	U-TRUST	
Serial Number:	90862986	U-ASSIST	
Serial Number:	90862980	U-SELF SERVE	
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>			
TRADEMARK			

OP \$340.00 97471408

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Rodney Boulware
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: 1881101 TM

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 01/11/2023

Total Attachments: 7

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 9, 2023, 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 and UNIPHORE SOFTWARE SYSTEMS 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 and UNIPHORE SOFTWARE SYSTEMS INC., a Delaware corporation, and not any individual. The words “the Parties” refers to TRIPLEPOINT VENTURE GROWTH BDC CORP., UNIPHORE TECHNOLOGIES INC and UNIPHORE SOFTWARE SYSTEMS INC., a Delaware corporation.

Reference is made to the Amended and Restated 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 January 9, 2023 by and among, You, Collateral Agent, the other Borrowers party thereto, 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:

1. 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).

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.

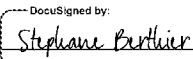
You: UNIPHORE TECHNOLOGIES INC.

Signature:  _____
DocuSigned by:
AB36230F18F94D2...

Print Name: Stephane Berthier

Title: Chief Financial Officer

You: UNIPHORE SOFTWARE SYSTEMS INC.

Signature:  _____
DocuSigned by:
AB36230F18F94D2...

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. and UNIPHORE SOFTWARE SYSTEMS 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
Method and apparatus for coaching call center agents	9/6/2022	11,438,457
Method and apparatus for automatic speaker diarization	7/19/2022	11,392,639
Method and apparatus for automated categorization of calls for call centers	9/7/2022	16/808,219*
Method and apparatus for predicting customer behavior	4/5/2022	11,297,183
Method And Apparatus For Extracting Key Information From Conversational Voice Data	9/29/2022	17/033,644*
Method And Apparatus For Predicting Customer Satisfaction From A Conversation	9/12/2022	17/111,807*

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between UNIPHORE TECHNOLOGIES INC. and UNIPHORE SOFTWARE SYSTEMS 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
Q for HR	6/22/2022	97471408	Filed
Q for Marketing	6/22/2022	97471401	Filed
Q for Sales	6/22/2022	97471373	Filed
KULA	9/27/2022	97150715	Allowed (Not active yet)
Q-HR	9/27/2022	97039934	Allowed (Not active yet)
Q-Marketing	8/2/2021	97039937	Allowed (Not active yet)
Q-Sales	8/2/2021	97026896	Allowed (Not active yet)
Q-Sell	8/2/2021	97026888	Allowed (Not active yet)
Uniphore Octopus Logo	8/2/2022	90865031	Allowed (Not active yet)
U-ANALYZE	8/2/2022	90862996	Allowed (Not active yet)
U-TRUST	8/2/2022	90862991	Allowed (Not active yet)
U-ASSIST	8/2/2022	90862986	Allowed (Not active yet)
U-SELF SERVE	8/2/2022	90862980	Allowed (Not active yet)

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between UNIPHORE TECHNOLOGIES INC. and UNIPHORE SOFTWARE SYSTEMS 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.		