

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6531475

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VERBIT SOFTWARE LTD	01/28/2021
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	275 GROVE STREET, SUITE 2-200	
City:	NEWTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02466	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	10446138	
Patent Number:	10522135	
Patent Number:	10726834	
Patent Number:	10607599	
Patent Number:	10614810	
Patent Number:	10665241	
Patent Number:	10665231	
Patent Number:	10607611	
Patent Number:	10614809	
Application Number:	62896617	
Application Number:	62911488	
Application Number:	16595211	
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>		
Phone:	800-494-5225	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	STEWART WALSH	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	

PATENT

Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1323631 PAT
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NAME OF SUBMITTER:	ANDREW NASH
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SIGNATURE:	/ANDREW NASH/
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DATE SIGNED:	02/03/2021
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Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 28, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (the “Bank”), and **VERBIT SOFTWARE LTD**, a company organized under the laws of the State of Israel, with its principal place of business located at 94 Yigal Alon St., Building number 2, 22nd floor, Tel-Aviv, Israel (the “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **VERBIT, INC.**, a Delaware corporation (“Parent”), and **AUTOMATIC SYNC TECHNOLOGIES, LLC**, a Wyoming limited liability company (“US Sub”) (Grantor, Parent and US Sub are hereinafter jointly and severally, individually and collectively, referred to as “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

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

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank 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 Bank.

3. Authorization. Future applications for registration of Intellectual Property Collateral of the Grantor shall be made subject to the provisions of this Agreement and form part of the Collateral of the Bank. Grantor shall, within thirty (30) days of submission of any such new Intellectual Property Collateral ("New Registered Intellectual Property") for registration, provide to Bank updated exhibits to this Agreement reflecting the addition of the New Registered Intellectual Property and Bank is hereby authorized to file such new exhibits with the United States Patent and Trademark Office and/or the United States Copyright Office as applicable.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures 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.

Verbit Software Ltd - Amended and Restated Intellectual Property Security 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.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

8. Amended and Restated Agreement. This Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of May 21, 2019 (as amended on June 3, 2020) by and between Grantor and Bank.

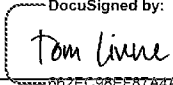
[Signature page follows]

[Signature page – Amended and Restated Intellectual Property Security Agreement – Verbit Software Ltd]

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.

GRANTOR:

VERBIT SOFTWARE LTD

By:  DocuSigned by:
862EC98EF87A4AF...
Name: Tom Livne
Title: CEO

BANK:

SILICON VALLEY BANK

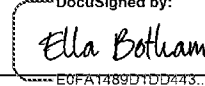
By:  DocuSigned by:
E0FA7489D1DD443...
Name: Ella Botham
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B**Patents**

	Title	Type	Application Serial Num	Patent Number	Issue Date	Filing Date	AKN Ref
1	Methods and systems to improve hybrid-based audio transcription	PPA	62254411			6_Sep_19	VR_PPA1
2	Systems, methods, and computer programs for hybrid transcription of audio	PPA	62213485			7_Oct_19	Vr_PPA2
3	System and method for assessing audio files for transcription services	NPA	16594853	10446138	15_Oct_19	24_Oct_17	Vr1
4	System and method for segmenting audio files for transcription	NPA	16592611	10522135	31_Dec_19	31_Dec_17	Vr2
5	Human-based accent detection to assist rapid transcription with automatic speech recognition	NPA	16594471	10726834	28_July_20	7_Oct_19	Vr4
6	Human-curated glossary for rapid hybrid-based transcription of audio	NPA	16594892	10607599	31_Mar_20	7_Oct_19	Vr6
7	Early selection of operating parameters for automatic speech recognition based on manually validated transcriptions	NPA	16594926	10614810	7_Apr_20	7_Oct_19	Vr7
8	Rapid frontend resolution of transcription-related inquiries by backend transcribers	NPA	16595402	10665241	26_May_20	7_Oct_19	Vr8
9	Real time machine learning-based indication of whether audio quality is suitable for transcription	NPA	16595129	10665231	26_May_20	7_Oct_19	Vr9
10	Human resolution of repeated phrases in a hybrid transcription system	NPA	16595211			7_Oct_19	Vr10
11	Machine learning-based prediction of transcriber performance on a segment of audio	NPA	16595279	10607611	31_Mar_20	7_Oct_19	Vr12
12	Quality estimation of hybrid transcription of audio	NPA	16595295	10614809	7_Apr_20	7_Oct_19	Vr13

EXHIBIT C

Trademarks

None.

EXHIBIT D

Mask Works

None.