

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7889185

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KORE.AI, INC.	11/23/2022
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK
Street Address:	ONE EAST WASHINGTON STREET
Internal Address:	SUITE 1400
City:	PHONIX
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	17890867
Application Number:	17358870
Application Number:	17358924
Application Number:	17122730
Application Number:	17238866
Application Number:	17364267
Application Number:	17539059
Application Number:	17559260
Application Number:	17559606
Application Number:	17748168
Application Number:	17845388
Application Number:	17877510
CORRESPONDENCE DATA	
Fax Number:	(312)269-1747
<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>	
Email:	marden@nge.com, afraker@nge.com
Correspondent Name:	ANDREW S. FRAKER
Address Line 1:	2 N LASALLE STREET
Address Line 2:	SUITE 1700

Address Line 4: CHICAGO, ILLINOIS 60602	
ATTORNEY DOCKET NUMBER:	33044.0001
NAME OF SUBMITTER:	ANDREW S. FRAKER
SIGNATURE:	/ANDREW S. FRAKER/
DATE SIGNED:	04/06/2023
Total Attachments: 9 source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page1.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page2.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page3.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page4.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page5.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page6.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page7.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page8.tif source=#28710007v1 - (1A_ Intellectual Property Security Agreement - Kore.ai - EXECUTED)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Agreement"), dated as of November 23, 2022, is by and between WESTERN ALLIANCE BANK, an Arizona corporation (as assignee of Webster Bank, National Association, as successor by merger to Sterling National Bank) (together with its successors and assigns, the "Secured Party") and KORE.AI, INC., a Delaware corporation, as grantor (the "Grantor").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 20, 2021, as amended (as further amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among Grantor, as borrower (the "Borrower"), the other Loan Parties a party thereto from time to time, and the Secured Party, as lender, among other things, the Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to the Borrowers in the amounts and manner set forth in the Loan Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by the Grantor to secure the obligations of the Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in all of the 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 its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance of the Obligations, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all goodwill of the business of the Grantor associated with the Trademarks, all rights corresponding thereto throughout the world and, with respect to the Patents, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party 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 the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party 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 the Secured Party 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 the Secured Party, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that are the subject of another intellectual property security agreement executed by the Grantor in favor of the Secured Party, such intellectual property rights that have been abandoned prior to the date hereof and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.

6. The following are the addresses for any notices with respect to this Agreement:

Address of Grantor:

Kore.ai, Inc.
7380 West Sand Lake

Suite 390, Orlando, FL 32819

Address of Secured Party:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, Arizona 85004
Attn: Legal Dept

With a copy to:

Western Alliance Bank
318 West Adams Street Suite 1200D
Chicago, Illinois 60606
Attn: John B. Hoesley

7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by it duly authorized officer as of the date first set forth above.

GRANTOR:

KORE.AI, INC.

By: 

Name: Ravi Singh

Title: Chief Financial Officer

SECURED PARTY:

WESTERN ALLIANCE BANK

By: _____

Name: John B. Hoesley

Title: Senior Managing Director

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by it duly authorized officer as of the date first set forth above.

GRANTOR:

KOREAL, INC.

By: _____
Name: Ravi Singh
Title: Chief Financial Officer

SECURED PARTY:

WESTERN ALLIANCE BANK

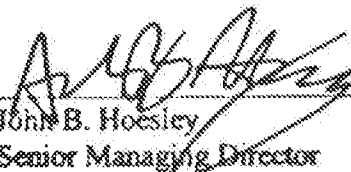
By:  _____
Name: John B. Hoesley
Title: Senior Managing Director

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENT APPLICATIONS

<u>Title</u>	<u>Juris</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Issue Date</u>	<u>Publication Number</u>
METHODS FOR MANAGING AUTOMATED DISCOVERY AND KNOWLEDGE SHARING IN ONE OR MORE NETWORKS AND DEVICES THEREOF	U.S.	August 18, 2022	17/890,867		
METHODS FOR MANAGING CALL TRAFFIC AT A VIRTUAL ASSISTANT SERVER	U.S.	June 25, 2021	17/358,870		US20220038578 A1
METHODS FOR MANAGING CALL TRAFFIC AT A VIRTUAL ASSISTANT SERVER	U.S.	June 25, 2021	17/358,924		US20220038579 A1
METHODS FOR CONDUCTING A CONVERSATION IN AN APPLICATION ENABLED BY A VIRTUAL ASSISTANT SERVER AND DEVICES THEREOF	U.S.	December 15, 2020	17/122,730		US20220188523 A1
SYSTEMS AND METHODS OF IMPLEMENTING PLATFORMS FOR BOT INTERFACES WITHIN AN INTELLIGENT DEVELOPMENT PLATFORM	U.S.	April 23, 2021	17/238,866		
METHODS FOR MANAGING PROCESS APPLICATION	U.S.	June 30, 2021	17/364,267		

DEVELOPMENT AND INTEGRATION WITH BOTS AND DEVICES THEREOF					
SYSTEMS AND METHODS FOR NATURAL LANGUAGE PROCESSING USING A PLURALITY OF NATURAL LANGUAGE MODELS	U.S.	November 30, 2021	17/539,059		
SYSTEMS AND METHODS FOR HANDLING CUSTOMER CONVERSATIONS AT A CONTACT CENTER	U.S.	December 22, 2021	17/559,260		
SYSTEMS AND METHODS FOR HANDLING CUSTOMER CONVERSATIONS AT A CONTACT CENTER	U.S.	December 22, 2021	17/559,606		
SYSTEMS AND METHODS FOR COMPARING VERSIONS OF A VIRTUAL ASSISTANT	U.S.	May 19, 2022	17/748,168		
SYSTEMS AND METHODS FOR TRAINING A VIRTUAL ASSISTANT	U.S.	June 21, 2022	17/845,388		
METHODS AND SYSTEMS FOR AMBIGUITY RESOLUTION IN CONVERSATIONS MANAGED BY A VIRTUAL ASSISTANT SERVER	U.S.	July 29, 2022	17/877,510		

EXHIBIT C
TRADEMARKS

None.