

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI714720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
UNIPHORE TECHNOLOGIES INC.	12/19/2024

RECEIVING PARTY DATA

Company Name:	First-Citizens Bank & Trust Company
Street Address:	75 N. FAIR OAKS AVENUE
Internal Address:	CLAS PAS-04-02
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103

PROPERTY NUMBERS Total: 25

Property Type	Number
Application Number:	15974062
Application Number:	16593348
Application Number:	16593437
Application Number:	16593390
Application Number:	16593461
Application Number:	18234787
Application Number:	17516753
Application Number:	17677993
Application Number:	17978195
Application Number:	17978197
Application Number:	18116301
Application Number:	18116302
Application Number:	18116295
Application Number:	17978203
Application Number:	17978206
Application Number:	18116291
Application Number:	18116288
Application Number:	18116294
Application Number:	63438246

PATENT

Property Type	Number
Application Number:	18116289
Application Number:	18631046
Application Number:	18625934
Application Number:	18658135
Application Number:	63707712
PCT Number:	US2253909

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2601649 JD PAT4

NAME OF SUBMITTER: Jay daSilva

SIGNATURE: Jay daSilva

DATE SIGNED: 12/24/2024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 19, 2024, by and between SILICON VALLEY BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY (“**Bank**”) and UNIPHORE TECHNOLOGIES INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement among Grantor, Bank, and the other Borrowers named therein from time to time, dated as of November 23, 2022, as amended by that certain First Amendment to Loan and Security Agreement dated as of April 20, 2023, as further amended by that certain Second Amendment to Loan and Security Agreement dated as of April 8, 2024, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of October 10, 2024, and as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may from time to time be further 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 Grantor, 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 Grantor to Bank.

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

AGREEMENT

1. Grant of Security Interest. To secure Grantor’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. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 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.

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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

UNIPHORE TECHNOLOGIES INC.

DocuSigned by:
By: Stephane Berthier
AB36230F18F94D2...

Name: Stephane Berthier
Title: Treasurer and Chief Financial Officer

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY

DocuSigned by:
By: Claudia Canales
C851640F7D88440...

Name: Claudia Canales
Title: Managing Director

EXHIBIT A

Copyrights

NONE

EXHIBIT B**Patents**

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
RBR001	METHODS, APPARATUSES, COMPUTER PROGRAM PRODUCTS AND SYSTEMS FOR COMPREHENSIVE AND UNIFIED CALL CENTER	15/974,062	US	Active	2-May-18	Uniphore Technologies Inc
RBR002	SYSTEM AND METHOD FOR RECONSTRUCTING METADATA FROM AUDIO OUTPUTS	16/593,348	US	Active	4-Oct-19	Uniphore Technologies Inc
RBR003	SYSTEMS AND METHODS OF VOICEPRINT GENERATION AND USE IN ENFORCING COMPLIANCE POLICIES	16/593,437	US	Active	4-Oct-19	Uniphore Technologies Inc
RBR004	SYSTEM AND METHOD FOR SIMULTANEOUS LAYER 3 RESILIENCY DURING AUDIO CAPTURING	16/593,390	US	Active	4-Oct-19	Uniphore Technologies Inc
RBR005	SYSTEMS AND METHODS FOR RECORDING QUALITY DRIVEN COMMUNICATION MANAGEMENT	16/593,461	US	Active	4-Oct-19	Uniphore Technologies Inc
RBR006	SYSTEMS AND METHODS FOR REDACTION OF SENSITIVE INFORMATION FROM VOICE COMMUNICATIONS	18/234,787	US	Active	16-Aug-23	Uniphore Technologies Inc
UNI005CON	Automated real-time call summarization	17516753	US	Active	2-Nov-21	Uniphore Technologies Inc.
UNI007CON	Promise management apparatus and method	17/677,993	US	Active	22-Feb-22	Uniphore Technologies Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
UNI028PCT	Multi-modal data fusion	PCT/US22/53909	US	Filed PCT	23-Dec-22	Uniphore Technologies Inc.
UNI032	METHOD AND APPARATUS FOR IMPROVED ENTITY EXTRACTION FROM AUDIO CALLS	17/978,195	US	Filed	31-Oct-22	Uniphore Technologies Inc.
UNI033	METHOD AND APPARATUS FOR INTENT-GUIDED AUTOMATED SPEECH RECOGNITION	17/978,197	US	Filed	31-Oct-22	Uniphore Technologies Inc.
UNI034	METHOD AND APPARATUS FOR GENERATING DATA TO TRAIN MODELS FOR PREDICTING INTENT FROM CONVERSATIONS	18/116,301	US	Filed	2-Mar-23	Uniphore Technologies Inc.
UNI035	METHOD AND APPARATUS FOR GENERATING DATA TO TRAIN MODELS FOR ENTITY RECOGNITION FROM CONVERSATIONS	18/116,302	US	Filed	2-Mar-23	Uniphore Technologies Inc.
UNI037	METHOD AND APPARATUS FOR ASSESSING CONVERSATIONAL QUALITY IN A CUSTOMER SERVICE ENVIRONMENT	18/116,295	US	Filed	1-Mar-23	Uniphore Technologies Inc.
UNI051	METHOD AND APPARATUS FOR AUTOMATIC INTENT DETECTION IN CUSTOMER SERVICE ENVIRONMENTS	17/978,203	US	Filed	31-Oct-22	Uniphore Technologies Inc.
UNI052	METHOD AND APPARATUS FOR AUTOMATIC ENTITY RECOGNITION IN CUSTOMER SERVICE ENVIRONMENTS	17/978,206	US	Filed	31-Oct-22	Uniphore Technologies Inc.
UNI053	METHOD AND APPARATUS FOR IDENTIFYING KEY INFORMATION IN A MULTI-PARTY MULTIMEDIA COMMUNICATION	18/116,291	US	Filed	1-Mar-23	Uniphore Technologies Inc.

Docket #	Title	Application Number	Country	Status	Date filed	Uniphore Ownership
UNI054	METHOD AND APPARATUS FOR GENERATING A CUMULATIVE PERFORMANCE SCORE FOR A SALESPERSON	18/116,288	US	Filed	1-Mar-23	Uniphore Technologies Inc.
UNI055	METHOD AND APPARATUS FOR IDENTIFYING AN EPISODE IN A MULTI-PARTY MULTIMEDIA COMMUNICATION	18/116,294	US	Filed	1-Mar-23	Uniphore Technologies Inc.
UNI056P	METHOD AND APPARATUS FOR PERFORMING FACIAL EXPRESSION ANALYSIS FOR MULTIPLE FACES IN A SINGLE VIDEO TILE	63/438,246	US	Filed	10-Jan-23	Uniphore Technologies Inc.
UNI057	METHOD AND APPARATUS FOR GENERATING A SENTIMENT SCORE FOR CUSTOMERS	18/116,289	US	Filed	1-Mar-23	Uniphore Technologies Inc.
UNI059	Method and apparatus for curating a training data set for improving performance of a conversational data-driven models for use in call center environments	18/631,046	US	Filed	10-Apr-24	Uniphore Technologies Inc.
UNI070	Method and apparatus for training a large model using edge computing devices	18/625,934	US	Filed	3-Apr-24	Uniphore Technologies Inc.
UNI072	Method and apparatus for determining speaker effectiveness in conversations	18/658,135	US	Filed	8-May-24	Uniphore Technologies Inc.
UNI090P	Method and apparatus for detecting nonfactual outputs from large language models (LLMs) based on retrieval-augmented generation (RAG)	63/707,712	US	Filed	28-Oct-24	Uniphore Technologies Inc.

EXHIBIT C

Trademarks

Brand	Status	Holder	Holder country	Number	App. Date
Q FOR HR	Pending	Uniphore Technologies Inc.	US	97471408	22-Jun-22
Q FOR MARKETING	Pending	Uniphore Technologies Inc.	US	97471401	22-Jun-22
Q FOR SALES	Pending	Uniphore Technologies Inc.	US	97471373	22-Jun-22
CONVERSA	Pending	Uniphore Technologies, Inc	EM	018274415	18-Jul-20
CONVERSA	Active	Uniphore Technologies, Inc	US	6970588	7-Feb-23
CONVERSA	Active	Uniphore Technologies, Inc	UK	UK00003522485	5-Feb-21
CONVERSA	Active	Uniphore Technologies, Inc	UK	UK00003513343	8-Jan-21
RED BOX	Active	Uniphore Technologies, Inc	UK	UK00003320956	24-Apr-20
RED BOX RECORDERS	Active	Uniphore Technologies, Inc	EM	012727211	16-Mar-16
RED BOX RECORDERS	Active	Uniphore Technologies, Inc	UK	UK00003226082	8-Sep-17

EXHIBIT D

Mask Works

NONE