

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COGITO CORPORATION		04/03/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3988236	COGITO	
<b>Registration Number:</b>	4470713	COGITO DIALOG	
<b>Registration Number:</b>	4470714	COGITO CENTRAL	
<b>Registration Number:</b>	4470715	COGITO COMPANION	
<b>Registration Number:</b>	5656989	COGITO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1206744 TM		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		
<b>SIGNATURE:</b>	/Sarah Mackin/		
<b>DATE SIGNED:</b>	04/06/2020		

OP \$140.00 3988236

**Total Attachments: 9**

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page1.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page2.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page3.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page4.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page5.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page6.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page7.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page8.tif

source=Intellectual\_Property\_Security\_Agreement\_-\_Cogito\_Corporation#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 3, 2020, by and between (a) SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the "Agent") and (b) COGITO CORPORATION, a Delaware corporation ("Grantor").

### RECITALS

A. Silicon Valley Bank and WestRiver Innovation Lending Fund VIII, L.P., a Delaware limited partnership (individually and collectively, the "Lenders") 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 by and among the Lenders and Grantor 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for ratable benefit of the Lenders, 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 copyright applications and copyright registrations 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 those registered 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 registered trademarks and trademark applications 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 registered mask works and applications 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 anything to the contrary herein, the Intellectual Property Collateral shall not include 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, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent and Lenders 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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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.

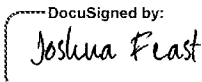
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

[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:

COGITO CORPORATION

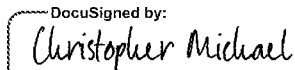
By:  \_\_\_\_\_  
574A6B736EB14C2...

Name: Joshua Feast

Title: Chief Executive Officer

AGENT:

SILICON VALLEY BANK, as Agent

By:  \_\_\_\_\_  
E7026CF287C942E...

Name: Chris Michael

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cogito Dialog 1.0	TX0008448335	2013
Cogito Dialog 2.0	TX0008448787	2014
Cogito Dialog 3.0	TX0008451469	2016
Cogito Dialog 4.0	TX0008448868	2017

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	14/205602	12-Mar-2014
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	9,947,342	17-Apr-2018
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	14/440409	04-May-2015
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	10,056,094	21-Aug-2018
SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES	15/264463	13-Sep-2016
SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES	10,276,188	30-Apr-2019
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	15/264436	13-Sep-2016
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	9,661,130	23-May-2017
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	15/598188	17-May-2017
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	10,250,741	02-Apr-2019
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	16/194188 (Allowed)	16-Nov-2018
TELE-COMMUNICATION SYSTEM AND METHODS	15/978,955	14-May-2018
TELE-COMMUNICATION SYSTEM AND METHODS	10,567,444	
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	15/916797	09-Mar-2018
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	16/031373	10-Jul-2018
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	EP15760675.7	12-Mar-2015
METHOD AND APPARATUS FOR SPEECH BEHAVIOR VISUALIZATION AND GAMIFICATION	16/552164	08-Aug-2019
TELE-COMMUNICATION SYSTEM AND METHODS	16/718365	18-Dec-2019



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES	16/297,108	08-Mar-2019
SYSTEMS AND METHODS FOR IDENTIFYING HUMAN EMOTIONS AND/OR MENTAL HEALTH STATES BASED ON ANALYSES OF AUDIO INPUTS AND/OR BEHAVIORAL DATA COLLECTED FROM COMPUTING DEVICES	EP16847148.0	13-Sep-2016
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	16/269913	07-Feb-2019
SYSTEMS AND METHODS FOR MANAGING, ANALYZING, AND PROVIDING VISUALIZATIONS OF MULTI-PARTY DIALOGS	EP16847147.2	13-Sep-2016
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	US18/61672	16-Nov-2018
SYSTEMS AND METHODS FOR COMMUNICATION ROUTING	16/782540	05-Feb-2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COGITO	3,988,236	July 5, 2011
COGITO DIALOG	4,470,713	January 21, 2014
COGITO CENTRAL	4,470,714	January 21, 2014
COGITO COMPANION	4,470,715	January 21, 2014
COGITO	5,656,989	January 15, 2019
COGITO	17205659	January 9, 2019

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

ny-1365681

**RECORDED: 04/06/2020**

**TRADEMARK  
REEL: 006908 FRAME: 0806**