TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IPSOFT INCORPORATED		02/25/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue, 42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	88277743	1RPA
Serial Number:	87684546	1DESK
Serial Number:	87273159	DIGITAL EMPLOYEE
Serial Number:	87273149	YOUR FIRST DIGITAL EMPLOYEE
Serial Number:	87273157	DIGITAL WORKFORCE
Serial Number:	87355577	
Serial Number:	86965936	IPSOFT
Serial Number:	87356330	AMELIA
Serial Number:	87857842	DIGITAL COLLEAGUE
Serial Number:	87471246	THE MOST HUMAN AI
Serial Number:	86444280	IPSOFT
Serial Number:	86671567	AMELIA
Serial Number:	85707762	IPSOFT
Serial Number:	86085296	AMELIA
Serial Number:	87038290	THE DIGITAL LABOR COMPANY

CH $390.00 88277743

CORRESPONDENCE DATA

Fax Number: 8586385130

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:	619-699-2700
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	401 B Street, Suite 1700
Address Line 4:	San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	02/25/2019

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 25, 2019 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below, and IPSOFT INCORPORATED, a New York corporation ("Grantor").

RECITALS

A.　　Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Administrative Agent and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"). Administrative Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in the Collateral, including certain Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B.　　Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Credit Agreement), by and between Administrative Agent and Grantor, Grantor has granted to Administrative Agent 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.　　<u>Grant of Security Interest</u>. Grantor grants and pledges to Administrative Agent 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 or 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 <u>Exhibit A</u> 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

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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");

        (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, or Trademarks, 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, or Patents; 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.   <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

        3.   <u>Authorization</u>. Grantor hereby authorizes Administrative 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.   <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

        5.   <u>Execution in Counterparts</u>. 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.   <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

        7.   <u>Governing Law</u>. 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).

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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:

IPSOFT INCORPORATED

By: _____

Name: _Chetan Dube_

Title: _President/CEO_

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

IPSOFT INCORPORATED

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None		

EXHIBIT B

US Registered Patents/Patent Applications

Description	Registration/ Application Number	Issue/ Application Date
Distributed coordinated system and process which transforms data intouseful information to help a user with resolving issues	9667786	5/30/17
Generating communicative behaviors for anthropomorphic virtual agents based on user's affect	9812151	11/7/17
Generating communicative behaviors for anthropomorphic virtual agents based on user's affect	15718170	9/28/17
Generating communicative behaviors for anthropomorphic virtual agents based on user's affect	10079029	9/18/18
Systems and methods for generic flexible dialogue management	15429987	2/10/17
Methods and systems for virtual agents	15333893	10/25/16
Selecting output from candidate utterances in conversational interfaces for a virtual agent based upon a priority factor	15493512	4/21/17

EXHIBIT C

US Registered Trademarks/Trademark Applications

Mark Description	Registration/ Serial Number	Registration/ Application Date
1RPA	88277743	1/26/19
1DESK	87684546	11/14/17
DIGITAL EMPLOYEE	87273159	12/19/16
YOUR FIRST DIGITAL EMPLOYEE	87273149	12/19/16
DIGITAL WORKFORCE	87273157	12/19/16
DESIGN ONLY	87355577	3/2/17
IPSOFT	86965936	4/6/16
AMELIA	87356330	3/2/17
DIGITAL COLLEAGUE	87857842	3/30/18
THE MOST HUMAN AI	87471246	6/1/17
IPSOFT	86444280	11/4/14
AMELIA	86671567	6/23/15
IPSOFT	85707762	8/20/12
AMELIA	86085296	10/8/13
THE DIGITAL LABOR COMPANY	87038290	5/16/16