

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KORE.AI, INC.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	388 Greenwich Street, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5113216		
Registration Number:	5703878	KORE.AI	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	marden@nge.com		
Correspondent Name:	Andrew S. Fraker		
Address Line 1:	Two North LaSalle Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	031453.0013		
NAME OF SUBMITTER:	Andrew S. Fraker		
SIGNATURE:	/Andrew S. Fraker/		
DATE SIGNED:	09/01/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of June 30, 2021, is by and between STERLING NATIONAL BANK, a national banking association (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 the date hereof (as 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 loans to the Borrower. Capitalized terms used herein but not otherwise defined 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 Grantor to secure the obligations of 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 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 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 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 have been abandoned prior to the Closing Date 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 and 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.

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:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance

with a copy to:


Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

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IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by its 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:

STERLING NATIONAL 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 its duly authorized officer as of the date first set forth above.

GRANTOR:

KOREAL, INC.

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

SECURED PARTY:

STERLING NATIONAL BANK

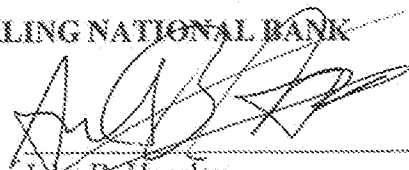
By:  _____
Name: John B. Hoesley
Title: Senior Managing Director


EXHIBIT A
COPYRIGHTS

<u>Owner of Record</u>	<u>Description</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Reg. Date</u>
Kore.ai, Inc.	KORE LOGO	USA	VA 0001954155	3/27/15

EXHIBIT B**PATENT APPLICATIONS**

<u>Owner of Record</u>	<u>Title</u>	<u>Juris.</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Issue Date</u>	<u>Patent Number</u>
Kore.ai, Inc.	METHODS FOR MANAGING AUTOMATED DISCOVERY AND KNOWLEDGE SHARING IN ONE OR MORE NETWORKS AND DEVICES THEREOF	USA	3/5/20	16/810,522	N/A	N/A
Kore.ai, Inc.	METHODS FOR ORCHESTRATING AN AUTOMATED CONVERSATION IN ONE OR MORE NETWORKS AND DEVICES THEREOF	USA	3/5/20	16/868,250	N/A	N/A
Kore.ai, Inc.	METHODS FOR MANAGING CALL TRAFFIC AT A VIRTUAL ASSISTANT SERVER	USA	3/5/20	16/945,154	N/A	N/A

EXHIBIT C
TRADEMARKS

<u>Owner of Record</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Kore.ai, Inc.		USA	87015441	4/27/16	1/3/17	5113216
Kore.ai, Inc.	KORE.AI	USA	87339708	2/17/17	3/19/19	5703878