

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1020		06/21/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC. (F/K/A GSV GROWTH CREDIT FUND INC.)		
Street Address:	2925 WOODSIDE ROAD		
City:	WOODSIDE		
State/Country:	CALIFORNIA		
Postal Code:	94062		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4635651	PLACECAST	
Registration Number:	4555257	PLACEAD	
Registration Number:	3908655	SHOPALERTS	
Registration Number:	4268528	GEOFENCER	
Registration Number:	3658922	1020	
Registration Number:	3649403	PLACEAD	
Registration Number:	3501433	WE PUT AUDIENCE IN PLACE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	326420-103		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		

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SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	07/07/2017
Total Attachments: 6 source=1020 - GSV IP Security Agreement (executed) June 21 2017#page1.tif source=1020 - GSV IP Security Agreement (executed) June 21 2017#page2.tif source=1020 - GSV IP Security Agreement (executed) June 21 2017#page3.tif source=1020 - GSV IP Security Agreement (executed) June 21 2017#page4.tif source=1020 - GSV IP Security Agreement (executed) June 21 2017#page5.tif source=1020 - GSV IP Security Agreement (executed) June 21 2017#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of June 21, 2017 by and between **GSV GROWTH CREDIT FUND INC.**, a Maryland corporation (“**Lender**”) and **1020**, a California corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


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:

Address of Grantor:

1020

165 Page Street
San Francisco, CA 94012
Attn: Anne Bezancon, President
Email: anne@placecast.net

By: 
Title: Anne Bezancon
Name: President

LENDER:

Address of Lender:

GSV GROWTH CREDIT FUND INC.

2925 Woodside Road
Woodside, CA 94062
Attention: David Spreng
Email: dspreng@gsvgc.com

By: _____
Title: _____
Name: _____

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:

Address of Grantor:

1020

165 Page Street
San Francisco, CA 94012
Attn: Anne Bezancon, President
Email: anne@placecast.net

By: _____

Title: _____

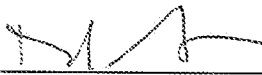
Name: _____

LENDER:

Address of Lender:

GSV GROWTH CREDIT FUND INC.

2925 Woodside Road
Woodside, CA 94062
Attention: David Spreng
Email: dspreng@gsvgc.com

By:  _____

Title: CEO

Name: David Spreng

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
System and method of identifying relevance of electronics content to location or place	9,390,136	07/12/2016
System and method of disseminating electronic content utilizing geographic and time granularities	9,378,507	06/28/2016
Location information management	7,942,319	05/17/2011
Content Allocation	12/108,481	04/23/2008
Network pre-authentication	12/108,504	04/23/2008
Location-specific content communication system	11/743,120	05/01/2007
Commerce card system and method of using same	14/290,875	05/29/2014
Content selection using periodically changing information	12/339,582	12/19/2008
Content distribution prioritization using demand indices	12/339,603	12/29/2008
Dynamic generation, insertion or updating of electronic content based on determined location	12/367,477	02/06/2009
Unique referencing scheme identifier for location	12/413,424	03/27/2009
System and method for discounted sales transactions	13/364,254	02/01/2012

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
PLACECASE	4,635,651	11/11/2014
PLACEAD	4,555,257	06/24/2014
SHOPALERTS	3,908,655	01/18/2011
GEOFENCER	4,268,528	01/01/2013
1020	3,658,922	07/21/2009
PLACEAD	3,649,403	07/07/2009
WE PUT AUDIENCE IN PLACE	3,501,433	09/16/2008