

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLCLEAR ID, INC.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. MICHIGAN AVE., SUITE 930		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4906417	RESPONSE READY	
Registration Number:	4865712	ALLCLEAR	
Registration Number:	4802556	ALLCLEAR	
Registration Number:	4611595	CUSTOMER SECURITY PROGRAM	
Registration Number:	4181962	ALLCLEAR ID	
Registration Number:	4488729	ALL CLEAR	
Registration Number:	3503773	DEBIX	
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:	326420-106 Allclear		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		

CH \$190.00 4906417

DATE SIGNED:	09/12/2017
---------------------	------------

Total Attachments: 6

- source=IP Security Agmt -AllClear - 8_31_17#page1.tif
- source=IP Security Agmt -AllClear - 8_31_17#page2.tif
- source=IP Security Agmt -AllClear - 8_31_17#page3.tif
- source=IP Security Agmt -AllClear - 8_31_17#page4.tif
- source=IP Security Agmt -AllClear - 8_31_17#page5.tif
- source=IP Security Agmt -AllClear - 8_31_17#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 August 31, 2017 by and between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation ("**Lender**") and **ALLCLEAR ID, INC.**, a Delaware 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.

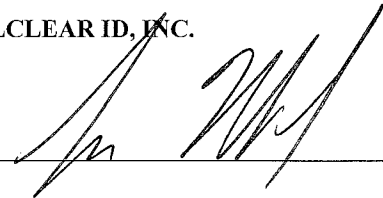
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ALLCLEAR ID, INC.

816 Congress Ave., Suite 1800
Austin, TX 78701
Attn: Chief Executive Officer
Email: bo.holland@allclearid.com

By:  _____

Title: Founder and Chief Executive Officer

Name: James "Bo" Holland

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.

Address of Lender:

205 N Michigan Ave., Suite 930
Chicago, IL 60601
Email: tc@runwaygrowth.com;
ka@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

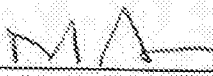
By: 
Title: CEO
Name: DAVID SPRENG

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
--------------------	--------------------------------	--------------------------

None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
METHOD AND SYSTEM FOR MANAGING ACCOUNT INFORMATION	7,983,979	07/19/11
METHOD AND ARRANGEMENT FOR SECURE AUTHENTICATION	8,335,925	12/18/12
METHOD, SYSTEM AND DEVICE FOR SYNCHRONIZING BETWEEN SERVER AND MOBILE DEVICE	8,621,216	12/31/13

EXHIBIT C

Description	Registration/ Serial Number	Registration/ Application Date
RESPONSE READY	4,906,417	02/23/2016
ALLCEAR	4,865,712	12/08/15
ALLCLEAR	4,802,556	09/01/15
CUSTOMER SECURITY PROGRAM	4,611,595	09/23/14
ALLCLEAR ID	4,181,962	07/31/12
ALL CLEAR	4,488,729	02/25/14
DEBIX	3,503,773	09/23/08