

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARIA SYSTEMS, INC.		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. Michigan Avenue, Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5101536	ARIA	
Registration Number:	5051512	MONETIZE	
Registration Number:	3498542	ARIA	
Registration Number:	3507751	ARIA SYSTEMS	
Registration Number:	3533119	ARIA SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	326420-112		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	06/29/2018		
Total Attachments: 6			

CH \$140.00 5101536

source=Aria - Intellectual Property Security Agreement - Aria Systems (06.29.2018)#page1.tif
source=Aria - Intellectual Property Security Agreement - Aria Systems (06.29.2018)#page2.tif
source=Aria - Intellectual Property Security Agreement - Aria Systems (06.29.2018)#page3.tif
source=Aria - Intellectual Property Security Agreement - Aria Systems (06.29.2018)#page4.tif
source=Aria - Intellectual Property Security Agreement - Aria Systems (06.29.2018)#page5.tif
source=Aria - Intellectual Property Security Agreement - Aria Systems (06.29.2018)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 29, 2018, between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation (“**Lender**”) and **ARIA SYSTEMS, 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

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property described in 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.

2. 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.

3. 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 New York 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.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 11 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

575 Market Street
San Francisco, CA 94105
Attention: Chief Financial Officer

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Thomas Raterman; Karl Albrecht; David
Spreng
Email: tr@runwaygrowth.com; ka@runwaygrowth.com;
ds@runwaygrowth.com

GRANTOR:

ARIA SYSTEMS, INC.

By: 

Name: THOMAS DIBBLE

Title: PRESIDENT AND CHIEF EXECUTIVE
OFFICER

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By: _____

Name: Thomas Raterman

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

575 Market Street
San Francisco, CA 94105
Attention: Chief Financial Officer

GRANTOR:

ARIA SYSTEMS, INC.

By: _____
Name: _____
Title: _____

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Thomas Raterman; Karl Albrecht; David
Spreng
Email: tr@runwaygrowth.com; ka@runwaygrowth.com;
ds@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

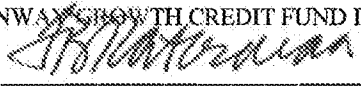
By:  _____
Name: Thomas Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Aria apparel system	TXu000479571	06/07/1991

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
-------------	-----------------------------------	--------------------------------

None.

EXHIBIT C
TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
ARIA	5101536	12/13/2016
MONETIZE	5051512	09/27/2016
ARIA	3498542	09/09/2008
ARIA SYSTEMS	3507751	09/30/2008
ARIA SYSTEMS	3533119	11/18/2008