

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHARETHIS, INC.		12/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4363544	SHARENOW	
Registration Number:	4931942	SHARETHIS	
Registration Number:	4955434	SHARETHIS	
Registration Number:	3641766	SHARETHIS <	
Registration Number:	3432313	SHARETHIS	
Serial Number:	87326291	SHARING INTELLIGENCE	
Registration Number:	5001688		
Registration Number:	5001687		
Registration Number:	4606501	SNAPSETS	
Registration Number:	4602456	SNAPSETS	
Registration Number:	4475837	SHAREBLOCK	
Registration Number:	4311662	SMARTALERTS	
Registration Number:	4777395	SHAREMAX	
Registration Number:	4143216	SHARE	
Registration Number:	3641760	<	
Registration Number:	4625706	SNAPSETS	
Registration Number:	4471435	SQI	
Registration Number:	4437116	SOCIAL QUALITY INDEX	
Registration Number:	4243023	INTEREST SHIELD	

CH \$490.00 4363544

CORRESPONDENCE DATA**Fax Number:** 4156932222*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:** 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:** 326420-117**NAME OF SUBMITTER:** C. Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 12/03/2018**Total Attachments: 7**

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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 December 3, 2018, among **SHARETHIS, INC.**, a Delaware corporation, (“**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, 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 including without limitation, certain 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 Agent hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property included in its Collateral, including 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. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or United States Copyright Office, as applicable. The security interest granted hereby has been granted to the Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally only with respect to the amendment of the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement and that is included (the “**Additional Intellectual Property**”) and only to the extent such Additional Intellectual Property is pledged to the Agent to secure the Obligations under the Loan Agreement, and (b) file in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, a duplicate of this Agreement containing amended exhibits reflecting such new Additional Intellectual Property.

4. 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.

5. 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.

6. 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*.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

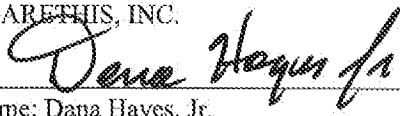
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

4005 Miranda Avenue, Suite 100
Palo Alto, CA 94304
Attn: Kurt Abrahamson
FAX: (650) 618-1809
EMAIL: kurt@sharethis.com
Attention: Kurt Abrahamson

GRANTOR:

SHARETHIS, INC.

By: 
Name: Dana Hayes, Jr.
Title: Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

[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:

4005 Miranda Avenue, Suite 100
Palo Alto, CA 94304
Attn: Kurt Abrahamson
FAX: (650) 618-1809
EMAIL: kurt@sharethis.com

GRANTOR:

SHARETHIS, INC.

By _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

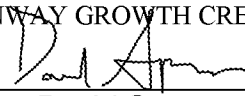
By:  _____
Name: David Spreng
Title: CEO

EXHIBIT A
COPYRIGHTS





None.

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
SHARETHIS, INC.	SYSTEM AND METHOD FOR FACILITATING NETWORK CONNECTIVITY BASED ON USER CHARACTERISTICS	8095408	1/10/2012
SHARETHIS, INC.	ANALYSIS SYSTEM AND METHOD USED TO CONSTRUCT SOCIAL STRUCTURES BASED ON DATA COLLECTED FROM MONITORED WEB PAGES	9171319	10/27/2015
SHARETHIS, INC.	METHOD AND SYSTEM FOR MEASURING SOCIAL INFLUENCE AND RECEPTIVITY OF USERS	9015128	4/21/2015

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
SHARE THIS, INC.	SHARETHIS	4363544	7/9/2013
SHARETHIS, INC.	SHARETHIS	4931942	4/5/2016
SHARETHIS, INC.	SHARETHIS	4955434	5/10/2016
SHARETHIS, INC.	 ShareThis	3641766	6/23/2009
SHARETHIS, INC.	SHARETHIS	3432313	5/20/2008
SHARETHIS, INC.	SHARING INTELLIGENCE	87326291	2/6/2017
SHARETHIS, INC.		5001688	7/19/2016
SHARETHIS, INC.		5001687	7/19/2016
SHARETHIS, INC.	SNAPSETS	4606501	9/16/2014
SHARETHIS, INC.	SNAPSETS	4602456	9/9/2014
SHARETHIS, INC.	SHAREBLOCK	4475837	1/28/2014
SHARETHIS, INC.	SMARTALERTS	4311662	4/2/2013
SHARETHIS, INC.	SHAREMAX	4777395	7/21/2015
SHARETHIS, INC.	SHARE	4143216	5/15/2012
SHARETHIS, INC.		3641760	6/23/2009
SHARETHIS, INC.	SNAPSETS	4625706	10/21/2014
SHARETHIS, INC.	SQI	4471435	1/21/2014
SHARETHIS, INC.	SOCIAL QUALITY INDEX	4437116	11/19/2013
SHARETHIS, INC.	INTEREST SHIELD	4243023	11/13/2012