

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504070

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
3DNA Corp.		12/28/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUNWAY GROWTH CREDIT FUND INC.		
<b>Street Address:</b>	205 N. Michigan Ave., Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87647530	#	
<b>Serial Number:</b>	87648329	#	
<b>Registration Number:</b>	4645232		
<b>Registration Number:</b>	4645227		
<b>Registration Number:</b>	5465285	NATIONBUILDER	
<b>Serial Number:</b>	87648298	# NATIONBUILDER	
<b>Registration Number:</b>	4645209	NATIONBUILDER	
<b>Registration Number:</b>	4645238	NATIONBUILDER	
<b>Registration Number:</b>	4645239	NATIONBUILDER.COM	
<b>Serial Number:</b>	88030657	RUN FOR OFFICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	650-428-3900		
<b>Email:</b>	lblakely@gcalaw.com		
<b>Correspondent Name:</b>	GCA LAW PARTNERS LLP/LAURA BLAKELY		
<b>Address Line 1:</b>	2570 W. El Camino Real, Suite 400		
<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94040		

OP \$265.00 87647530

<b>NAME OF SUBMITTER:</b>	Laura Blakely
<b>SIGNATURE:</b>	/Laura Blakely/
<b>DATE SIGNED:</b>	01/02/2019
<b>Total Attachments: 8</b> source=3DNA--IPSA (fully exec)#page1.tif source=3DNA--IPSA (fully exec)#page2.tif source=3DNA--IPSA (fully exec)#page3.tif source=3DNA--IPSA (fully exec)#page4.tif source=3DNA--IPSA (fully exec)#page5.tif source=3DNA--IPSA (fully exec)#page6.tif source=3DNA--IPSA (fully exec)#page7.tif source=3DNA--IPSA (fully exec)#page8.tif	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 28, 2018 by and between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation ("**Lender**") and **3DNA CORP.**, a Delaware corporation ("**Grantor**").

### **RECITALS**

**A.** Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any other agreement, instrument or document entered into by Lender and Grantor in connection with the Loan Agreement (the "Loan Documents"), and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**


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:

520 S. Grand Ave. 2<sup>nd</sup> Floor  
Los Angeles, CA 90071  
Attn: General Counsel

**3DNA CORP.**

By: 

Name: Lea Endres

Title: Chief Executive Officer

**LENDER:**

Address of Lender:

205 N. Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attn: Brian Sapp; Thomas Raterman

**RUNWAY GROWTH CREDIT FUND INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**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:

520 S. Grand Ave. 2<sup>nd</sup> Floor  
Los Angeles, CA 90071  
Attn: General Counsel

**3DNA CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

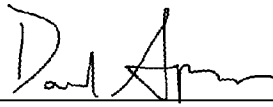
Title: \_\_\_\_\_

**LENDER:**

Address of Lender:

205 N. Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attn: Brian Sapp; Thomas Raterman

**RUNWAY GROWTH CREDIT FUND INC.**

By:  \_\_\_\_\_

Name: David Spreng \_\_\_\_\_

Title: CEO \_\_\_\_\_

**EXHIBIT A**  
**COPYRIGHTS**

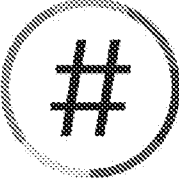
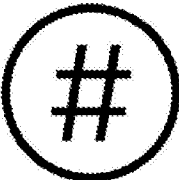
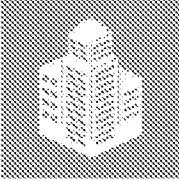

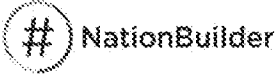
<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None		



**EXHIBIT B**  
**PATENTS**

<b>Description</b>	<b>Application Number OR Patent Number</b>	<b>Application OR Filing Date</b>
None		



**EXHIBIT C**  
**TRADEMARKS**

Mark	Country	Status	Appln No	Filing Date	Reg No
DESIGN (Hashtag in Circle in Color) 	United States of America	Allowed	87/647530	10/16/2017	
DESIGN (Hashtag in Circle) 	United States of America	Allowed	87/648329	10/17/2017	
DESIGN (Skyscraper in Color) 	United States of America	Registered	86/266569	04/24/2014	4645232
DESIGN (Skyscraper) 	United States of America	Registered	86/265729	04/29/2014	4645227
NATIONBUILDER	United States of America	Registered	87/152442	08/26/2016	5465285
NATIONBUILDER and Design (Hashtag in Circle in Color) 	United States of America	Allowed	87/648298	10/17/2017	

Mark	Country	Status	Appin No	Filing Date	Reg No
NATIONBUILDER and Design (Skyscraper in Color) 	United States of America	Registered	86/262131	04/24/2014	4645209
NATIONBUILDER and Design (Skyscraper) 	United States of America	Registered	86/268386	05/01/2014	4645238P
NATIONBUILDER.COM	United States of America	Registered	86/268424	05/01/2014	4645239
RUN FOR OFFICE	United States of America	Filed	88/030657	07/09/2018	
SOFTWARE FOR LEADERS					
HERE WE ARE					