

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECHO 360, INC.		05/03/2019	Corporation:
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N MICHIGAN AVE		
Internal Address:	SUITE 4200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3595721	ECHO360	
Registration Number:	2688931	NET.SCORE	
Registration Number:	2669543	NET.SCORE	
Registration Number:	2457654	CONFERENCE.CAST	
Registration Number:	5026201	ECHO360 ACTIVE LEARNING	
Registration Number:	5005215	ACTIVE LEARNING PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby, Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 South 6th St, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	05/07/2019		

OP \$165.00 3595721

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this "**Agreement**") is entered into as of May 3, 2019 by and between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation ("**Agent**") and **ECHO 360, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Agent, Grantor and the other parties party thereto 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 Agent hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Agent a security interest in all of Grantor's right, title and interest in its Intellectual Property (the "**IP Collateral**"). 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 Agent 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.

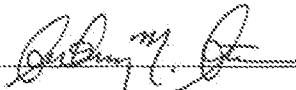
Upon payment in full of the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) and at such time as Lenders' obligation to make Credit Extensions has terminated, Agent shall, at Grantor's sole cost and expense, release any security interest in the IP Collateral and all rights therein shall revert to Grantor.

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:

ECHO 360, INC.

By:  _____

Title: COO

Name: ANTHONY ABATE

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.

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: 

Name: David Spreng

Title: Chief Executive Officer

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None		


EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE	7,720,251	06-23-2006
EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE	8,068,637	05-17-2010
EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE	8,503,716	11-28-2011
EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE	9,071,746	06-07-2013
EMBEDDED APPLIANCE FOR MULTIMEDIA CAPTURE	9,819,973	06-29-2015
METHODS AND APPARATUS FOR AN EMBEDDED APPLIANCE	9,510,045	04-06-2015
METHODS AND APPARATUS FOR AN EMBEDDED APPLIANCE	9,003,061	06-29-2012
METHODS AND APPARATUS FOR AN EMBEDDED APPLIANCE	15/355,581	11-18-2016
METHODS AND APPARATUS FOR ORDERED SERIAL SYNCHRONIZATION OF MULTIMEDIA STREAMS UPON SENSOR CHANGES	15/975,103	05-09-2018

EXHIBIT C

Trademarks

Mark	Application no. / Registration no.	Appl. Date / Registration Date	Country	Status
ECHO360	RN: 3595721 SN: 77257445	August 16, 2007 March 24, 2009	United States	Registered
NET.SCORE	RN: 2688931 SN: 75772899	August 9, 1999 February 18, 2003	United States	Registered
NET.SCORE and Design 	RN: 2669543 SN: 75772898	August 9, 1999 December 31, 2002	United States	Registered
CONFERENCE.CAST	RN: 2457654 SN: 75421721	January 22, 1998 June 5, 2001	United States	Registered
ECHO360 ACTIVE LEARNING	RN: 5026201 SN: 86868734	January 7, 2016 August 23, 2016	United States	Registered
ACTIVE LEARNING PLATFORM	RN: 5005215 SN: 86430883	October 22, 2014 July 19, 2016	United States	Registered