

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOUDPASSAGE, INC.		06/13/2019	Corporation: CALIFORNIA
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: 3			
Property Type	Number	Word Mark	
Serial Number:	85303962	CLOUDPASSAGE	
Serial Number:	85303971	HALO	
Serial Number:	87909903	HALO CLOUD SECURE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nicolef@agilelegal.com		
Correspondent Name:	LAURA BLAKELY		
Address Line 1:	2570 W. EL CAMINO REAL, SUITE 400		
Address Line 2:	GCA LAW PARTNERS LLP		
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94040		
NAME OF SUBMITTER:	Nicole M Fulton		
SIGNATURE:	/nicole m fulton/		
DATE SIGNED:	06/20/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 13, 2019 by and between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation ("**Lender**") and **CLOUDPASSAGE, INC.** 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:

CLOUDPASSAGE, INC.

95 3rd Street
San Francisco, CA 94103
Attn: Chief Financial Officer

By: Carson Sweet

Name: Carson Sweet

Title: CEO

LENDER:

Address of Lender:

RUNWAY GROWTH CREDIT FUND INC.

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

By: _____

Name: _____

Title: _____

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:

CLOUDPASSAGE, INC.

95 3rd Street
San Francisco, CA 94103
Attn: Chief Financial Officer

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

RUNWAY GROWTH CREDIT FUND INC.

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

By: David Spreng

Name: David Spreng

Title: CEO

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B**PATENTS**

Description	Application Number OR Patent Number	Application OR Filing Date
Systems and Methods for Implementing Computer Security	10,153,906	12/11/2018
Systems and Methods for Implementing Security	10,027,650	07/17/2018
Systems and Methods for Implementing Computer Security	9,497,224	11/15/2016
Systems and Methods for Implementing Security	9,369,493	06/14/2016
Systems and Methods for Implementing Computer Security	9,124,640	09/01/2015
Systems and Methods for Implementing Security in a Cloud Computing Environment	9,065,804	06/23/2015
Systems and Methods for Implementing Computer Security	8,996,865	03/31/2015
Systems and Methods for Implementing Security in a Cloud Computing Environment	8,412,945	04/02/2013
Systems and Methods for Implementing Intrusion Prevention	15/571,364	11/02/2017
Systems and Methods for Implementing Security	16/011,285	06/18/2018

Description	Application Number OR Patent Number	Application OR Filing Date
Systems and Methods for Providing Container Security	16/011,532	05/12/2015

EXHIBIT C
TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
CLOUDPASSAGE	Reg. No. 4086875 Serial No. 85303962	Reg. Date: 01/17/2012 Filing Date: 04/25/2011
HALO	Reg. No. 4120795 Serial No. 85303971	Reg. Date: 04/03/2012 Filing Date: 04/25/2011
HALO CLOUD SECURE	Serial No: 87909903	Filing Date: 05/07/2018