

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INRIX, INC.		07/26/2019	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: 14			
Property Type	Number	Word Mark	
Registration Number:	3246731	INRIX	
Registration Number:	4813198	OPENCAR	
Registration Number:	4716835	OPENCAR	
Registration Number:	4698240	PARKME	
Registration Number:	4728726	PARKME	
Registration Number:	4560564	XD	
Registration Number:	4610003	XD	
Registration Number:	4610002	XD	
Registration Number:	4560575	XD	
Registration Number:	4610012	XD	
Registration Number:	4610011	XD	
Serial Number:	87398422	INRIX	
Serial Number:	87398439	INRIX	
Serial Number:	87398418	INTELLIGENCE THAT MOVES THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		

CH \$365.00 3246731

Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 326420-123

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 07/26/2019

Total Attachments: 9

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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 July 26, 2019, among **INRIX, 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**”).
- B. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.
- C. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property constituting Collateral.
- D. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

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:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property constituting 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.
2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property constituting Collateral 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 constituting Collateral with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
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.
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.

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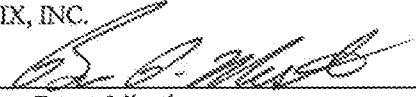
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

INRIX, INC.
10210 NE Points Drive
Suite 400
Kirkland, WA 98033
Attention: General Counsel

GRANTOR:

INRIX, INC.
By 
Name: Bryan Mistele
Title: President and Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@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:

INRIX, INC.
10210 NE Points Drive
Suite 400
Kirkland, WA 98033
Attention: General Counsel

GRANTOR:

INRIX, INC.

By _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

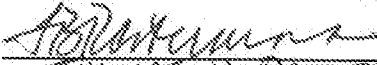
By: 
Name: THOMAS B. RAVENOW
Title: CFD

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
INRIX, Inc.	FUEL CONSUMPTION CALCULATIONS AND WARNINGS	8,849,555	9/30/2014
INRIX, Inc.	PARKING BASED ROUTE NAVIGATION	8,589,065	11/19/2013
INRIX, Inc.	PARKING RESOURCE MANAGEMENT	8,791,838	7/29/2014
INRIX, Inc.	TRAFFIC FORECASTING	8,437,948	5/7/2013
INRIX, Inc.	AUTHORIZATION OF SERVICE USING VEHICLE INFORMATION AND/OR USER INFORMATION	8,912,924	12/16/2014
INRIX, Inc.	EVENT-BASED TRAFFIC ROUTING	9,437,107	9/6/2016
INRIX, Inc.	TRAFFIC CAUSALITY	9,601,009	3/21/2017
INRIX, Inc.	PERSONALIZED VEHICLE DRIVING SUGGESTIONS	9,211,891	12/15/2015
INRIX, Inc.	TRAFFIC NEWS INTERFACE	10,062,280	8/28/2018
INRIX, Inc.	ESTIMATING TRANSIT QUEUE VOLUME USING PROBE RATIOS	9,940,836	4/10/2018
INRIX, Inc.	TRAFFIC FLOW RATES	10,319,232	6/11/2019
INRIX, Inc.	PARKING OCCUPANCY ESTIMATION	9,672,741	6/6/2017
INRIX, Inc.	PARKING OCCUPANCY ESTIMATION	10,013,880	7/3/2018
INRIX, Inc.	ITINERARY GENERATION AND ADJUSTMENT SYSTEM	10,001,379	6/19/2018
INRIX, Inc.	PERSONAL VEHICLE MANAGEMENT	9,884,632	2/6/2018
INRIX, Inc.	LINEAR ROUTE CONDITION INTERFACE	9,857,197	1/2/2018
INRIX, Inc.	ASSESSING INTER-MODAL PASSENGER TRAVEL OPTIONS	9,958,280	5/1/2018
INRIX, Inc.	RECTIFYING ERRONEOUS ROAD TRAFFIC SENSOR DATA	7,706,965	4/27/2010
INRIX, Inc.	DETERMINING ROAD TRAFFIC CONDITIONS USING DATA FROM MULTIPLE DATA SOURCES	7,912,628	3/22/2011

INRIX, Inc.	DETERMINING ROAD TRAFFIC CONDITIONS USING DATA FROM MULTIPLE DATA SOURCES	8,090,524	1/3/2012
INRIX, Inc.	DETERMINING ROAD TRAFFIC CONDITIONS USING MULTIPLE DATA SAMPLES	8,483,940	7/9/2013
INRIX, Inc.	DISPLAYING ROAD TRAFFIC CONDITION INFORMATION AND USER CONTROLS	8,615,354	12/24/2013
INRIX, Inc.	DETECTING ANOMALOUS ROAD TRAFFIC CONDITIONS	8,682,571	3/25/2014
INRIX, Inc.	ASSESSING ROAD TRAFFIC SPEED USING DATA FROM MULTIPLE DATA SOURCES	8,909,463	12/9/2014
INRIX, Inc.	FILTERING ROAD TRAFFIC DATA FROM MULTIPLE DATA SOURCES	9,280,894	3/8/2016
INRIX, Inc.	DETECTING UNREPRESENTATIVE ROAD TRAFFIC CONDITION DATA	8,880,324	11/4/2014
INRIX, Inc.	METHOD AND SYSTEM FOR MODELING AND PROCESSING VEHICULAR TRAFFIC DATA AND INFORMATION AND APPLYING THEREOF	10,121,366	11/6/2018
INRIX, Inc.	DYNAMIC PREDICTION OF ROAD TRAFFIC CONDITIONS	8,700,296	4/15/2014
INRIX, Inc.	OBTAINING ROAD TRAFFIC CONDITION DATA FROM MOBILE DATA SOURCES	8,160,805	4/17/2012
INRIX, Inc.	ASSESSING ROAD TRAFFIC FLOW CONDITIONS USING DATA OBTAINED FROM MOBILE DATA SOURCES	7,831,380	11/9/2010
INRIX, Inc.	FILTERING ROAD TRAFFIC CONDITION DATA OBTAINED FROM MOBILE DATA SOURCES	9,449,508	9/20/2016
INRIX, Inc.	REPRESENTATIVE ROAD TRAFFIC FLOW INFORMATION BASED ON HISTORICAL DATA	7,908,076	3/15/2011
INRIX, Inc.	REPRESENTATIVE ROAD TRAFFIC FLOW INFORMATION BASED ON HISTORICAL DATA	8,700,294	4/15/2014
INRIX, Inc.	PREDICTING EXPECTED ROAD TRAFFIC CONDITIONS BASED ON HISTORICAL AND CURRENT DATA	9,257,041	2/9/2016

INRIX, Inc.	LEARNING ROAD NAVIGATION PATHS BASED ON AGGREGATE DRIVER BEHAVIOR	9,299,251	3/29/2016
INRIX, Inc.	PRESENTING GEOGRAPHIC SEARCH RESULTS USING LOCATION PROJECTION AND TIME WINDOWS	15/123,022	9/1/2016
INRIX, Inc.	DRIVING PROFILES FOR AUTONOMOUS VEHICLES	15/122,704	8/31/2016
INRIX, Inc.	FILTERING ROAD TRAFFIC CONDITION DATA OBTAINED FROM MOBILE DATA SOURCES	15/269,203	9/19/2016
INRIX, Inc.	VEHICLE PROFILE DEVELOPMENT	15/351,756	11/15/2016
INRIX, Inc.	PREDICTIVE PARKING	13/591,665	8/22/2012
INRIX, Inc.	INCENTIVE-BASED TRAFFIC MANAGEMENT	13/763,433	2/8/2013
INRIX, Inc.	CONDITION-BASED LANE SUGGESTIONS FOR TRAVEL ADVISING	15/122,949	9/1/2016
INRIX, Inc.	PERSONALIZATION OF AUTOMATED VEHICLE CONTROL	15/121,123	8/24/2016
INRIX, Inc.	PROVIDING USERS WITH ACCESS TO ROUTES FOR TRAVELING	15/122,677	8/31/2016
INRIX, Inc.	TRAFFIC OBSTRUCTION DETECTION	15/122,750	8/31/2016
INRIX, Inc.	USER TRIP LIBRARIES	14/754,791	6/30/2015
INRIX, Inc.	DRIVER MOVEMENT ANALYSIS	14/734,419	6/9/2015
INRIX, Inc.	PARKING OCCUPANCY ESTIMATION	16/025,379	7/2/2018
INRIX, Inc.	PERSONAL VEHICLE MANAGEMENT	15/888,494	2/5/2018
INRIX, Inc.	MANUAL VEHICLE CONTROL NOTIFICATION	14/845,356	9/4/2015
INRIX, Inc.	ASSESSING INTER-MODAL PASSENGER TRAVEL OPTIONS	15/966,636	4/30/2018
INRIX, Inc.	METHOD AND SYSTEM FOR MODELING AND PROCESSING VEHICULAR TRAFFIC DATA AND INFORMATION AND APPLYING THEREOF	16/182,178	11/6/2018
INRIX, Inc.	VEHICLE APPLICATION SIMULATION ENVIRONMENT	15/351,728	11/15/2016

INRIX, Inc.	PROGRAM AND VEHICLE INTERACTION	15/351,681	11/15/2016
INRIX, Inc.	PARKING SPACE ROUTING	15/336,966	10/28/2016
INRIX, Inc.	PROBABILISTIC PARKING ROUTES	16/029,091	7/6/2018
INRIX, Inc.	SLOWDOWN DETECTION	62/754,208	11/1/2018

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
INRIX, Inc.	INRIX	3246731	5/29/2007
INRIX, Inc.	INRIX	87398422	4/4/2017
INRIX, Inc.	INRIX (Stylized)	87398439	4/4/2017
INRIX, Inc.	INTELLIGENCE THAT MOVES THE WORLD	87398418	4/4/2017
INRIX, Inc.	OPENCAR	4813198	9/15/2015
INRIX, Inc.	OPENCAR	4716835	4/7/2015
INRIX, Inc.	PARKME	4698240	3/10/2015
INRIX, Inc.	PARKME	4728726	4/28/2015
INRIX, Inc.	XD	4560564	7/1/2014
INRIX, Inc.	XD	4610003	9/23/2014
INRIX, Inc.	XD	4610002	9/23/2014
INRIX, Inc.	XD (Stylized)	4560575	7/1/2014
INRIX, Inc.	XD (Stylized)	4610012	9/23/2014
INRIX, Inc.	XD (Stylized)	4610011	9/23/2014