

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONGTAIL AD SOLUTIONS, INC.		12/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. Michigan Avenue, 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:	5602400	JW ENGAGE	
Registration Number:	4785654	JW	
Registration Number:	4707375	JW PLAYER	
Registration Number:	4114163	LONGTAIL VIDEO	
Registration Number:	4176903	LONGTAIL VIDEO	
Registration Number:	4087283	JW PLAYER	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	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:	326420-130		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	12/12/2019		

CH \$165.00 5602400

Total Attachments: 6

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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 12, 2019, between **LONGTAIL AD SOLUTIONS, INC.**, a Delaware corporation (“**Borrower Representative**”), and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Borrower Representative, 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, as defined in the Loan Agreement, including without limitation, all of Borrower Representative’s Intellectual Property.

C. Borrower Representative’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, Borrower Representative and Agent hereby agree:

1. To secure the Obligations, Borrower Representative grants Agent a security interest in all of Borrower Representative’s right, title and interest in its owned Intellectual Property constituting Collateral. Borrower Representative hereby confirms that the attached schedules of Borrower Representative’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. “Collateral” shall not include any intent-to-use Trademarks unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), and such Trademarks are not listed on the Exhibits hereto.

2. Borrower Representative hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to solely include any Intellectual Property registrations or applications for registrations which Borrower Representative obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement constitutes a Loan Document. 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. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement 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.

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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 Borrower Representative:

2 Park Avenue, 10th Floor
New York, NY 10016
Attention: General Counsel

BORROWER REPRESENTATIVE:

LONGTAIL AD SOLUTIONS, INC.

By 
Name: Andrew Iappini
Title: Chief Financial 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 Borrower Representative:

2 Park Avenue, 10th Floor
New York, NY 10016
Attention: General Counsel

BORROWER REPRESENTATIVE:

LONGTAIL AD SOLUTIONS, 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.

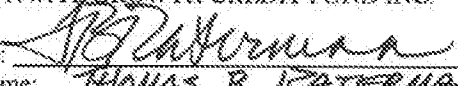
By: 
Name: THOMAS B. KEATEMAN
Title: CEO

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B

REGISTERED PATENTS OR APPLICATIONS FOR REGISTRATION

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
LongTail Ad Solutions, Inc.	SYSTEMS AND METHODS FOR OBTAINING AND DISPLAYING VIDEOS	16/225,575	December 19, 2018
LongTail Ad Solutions, Inc.	SYSTEMS AND METHODS FOR OBTAINING AND DISPLAYING	16/225,614	December 19, 2018
LongTail Ad Solutions, Inc.	EVALUATING THE ENGAGEMENT FACTOR OF VIDEOS	16/353,224	March 14, 2019

EXHIBIT C

REGISTERED TRADEMARKS AND APPLICATIONS FOR REGISTRATION

OWNER	DESCRIPTION	REGISTRATION/ APPLICATION DATE	REGISTRATION/ SERIAL NUMBER
LongTail Ad Solutions, Inc.	JW ENGAGE	6/26/2017	5602400
LongTail Ad Solutions, Inc.	JW (Logo)	12/12/2014	4785654
LongTail Ad Solutions, Inc.	JW PLAYER	7/17/2014	4707375
LongTail Ad Solutions, Inc.	LONGTAIL VIDEO	5/27/2011	4114163
LongTail Ad Solutions, Inc.	LONGTAIL VIDEO	5/27/2011	4176903
LongTail Ad Solutions, Inc.	JW PLAYER	5/26/2011	4087283