

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SESAME, INC.		01/07/2020	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: 8			
Property Type	Number	Word Mark	
Serial Number:	88159254	ROBO CREDIT	
Serial Number:	86888856	CREDIT SESAME	
Registration Number:	4543847	CREDIT SESAME	
Registration Number:	4343228	CREDIT BADGE	
Registration Number:	4786180	MORTGAGE MAP	
Registration Number:	4614307	DO MORE WITH YOUR CREDIT SCORE	
Registration Number:	4614306	DO MORE WITH YOUR FREE SCORE	
Registration Number:	4614305	DO MORE WITH YOUR SCORE	
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:	326420-131		
NAME OF SUBMITTER:	C. Rhem		

CH \$215.00 88159254

SIGNATURE:	/CR/
DATE SIGNED:	01/07/2020
Total Attachments: 6 source=Credit Sesame - IPSA#page1.tif source=Credit Sesame - IPSA#page2.tif source=Credit Sesame - IPSA#page3.tif source=Credit Sesame - IPSA#page4.tif source=Credit Sesame - IPSA#page5.tif source=Credit Sesame - IPSA#page6.tif	

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 January 7, 2020, among **CREDIT SESAME, INC.**, a Delaware corporation (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantors, 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 each Grantor’s Intellectual Property.

C. Grantors’ 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, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property to the extent constituting Collateral. Each Grantor hereby confirms that the attached schedules of such 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. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations which such 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 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.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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 Grantors:

444 Castro St., Suite 500
Mountain View, CA 94041
Attention: Chief Financial Officer

GRANTORS:

CREDIT SESAME, INC

By: 
Name: ADRIAN NAZARI
Title: CEO

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 Grantors:

444 Casiro St., Suite 500
Mountain View, CA 94041
Attention: Chief Financial Officer

GRANTORS:

CREDIT SESAME, 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.

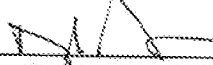
By:  _____
Name: DAVID SPRENG
Title: CEO

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
Credit Sesame, Inc.	LIABILITY ADVICE SYSTEM AND METHOD	11/955,618	12/13/2007
Credit Sesame, Inc.	FINANCIAL RESPONSIBILITY INDICATION SYSTEM AND METHOD	13/620,592	9/14/2012
Credit Sesame, Inc.	FINANCIAL PRODUCT EVALUATION SYSTEM AND METHOD	13/771,961	2/20/2013

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Credit Sesame, Inc.	ROBO CREDIT	88159254	10/17/2018
Credit Sesame, Inc.	CREDIT SESAME	86888856	1/27/2016
Credit Sesame, Inc.	CREDIT SESAME	4543847	6/3/2014
Credit Sesame, Inc.	CREDIT BADGE	4343228	5/28/2013
Credit Sesame, Inc.	MORTGAGE MAP	4786180	8/4/2015
Credit Sesame, Inc.	DO MORE WITH YOUR CREDIT SCORE	4614307	9/30/2014
Credit Sesame, Inc.	DO MORE WITH YOUR FREE SCORE	4614306	9/30/2014
Credit Sesame, Inc.	DO MORE WITH YOUR SCORE	4614305	9/30/2014