

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FISCALNOTE, INC.		10/19/2020	Corporation: DELAWARE
CQ-ROLL CALL, INC.		10/19/2020	Corporation: DELAWARE
CAPITOL ADVANTAGE LLC		10/19/2020	Limited Liability Company: VIRGINIA
VOTERVOICE, L.L.C.		10/19/2020	Limited Liability Company: LOUISIANA
SANDHILL STRATEGY LLC		10/19/2020	Limited Liability Company: D.C.
FISCALNOTE HOLDINGS, INC.		10/19/2020	Corporation: DELAWARE
FISCALNOTE HOLDINGS II, INC.		10/19/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	RUNWAY GROWTH CREDIT FUND INC., AS AGENT
Street Address:	205 N MICHIGAN AVE., SUITE 4200
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5039414	FISCALNOTE
Registration Number:	6073965	AT THE RACES
Serial Number:	88675539	OVERSIGHT
Registration Number:	2583156	VOTERVOICE
Registration Number:	3717977	BUDGET TRACKER
Registration Number:	1704877	CONGRESS AT YOUR FINGERTIPS
Registration Number:	3736226	CONGRESSIONAL QUARTERLY
Registration Number:	3736227	CQ
Registration Number:	1669768	CQ
Registration Number:	3724871	CQ ALMANAC
Registration Number:	1669397	CQ ALMANAC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3724864	CQ BILLTRACK
Registration Number:	3692519	CQ LAWTRACK
Registration Number:	3842117	CQ PRESS
Registration Number:	3842118	CQ PRESS
Registration Number:	3724868	CQ WEEKLY
Registration Number:	3721397	CQ'S POLITICS IN AMERICA
Registration Number:	2552102	FEDERAL NEWS SERVICE
Registration Number:	2745356	FEDNEWS
Registration Number:	2566914	FNS
Registration Number:	4058012	HEARD ON THE HILL
Registration Number:	4320007	POLITICAL MONEYLINE
Registration Number:	1790391	ROLL CALL
Registration Number:	5907550	ROLL CALL DECODER
Registration Number:	4635402	ROLL CALL THE SOURCE FOR NEWS ON CAPITOL
Registration Number:	2566956	FNS FEDERAL NEWS SERVICE
Registration Number:	5226082	CQ ROLL CALL STATETRACK

CORRESPONDENCE DATA

Fax Number: 6508497400

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.

Phone: 6508435780

Email: kceron@cooley.com

Correspondent Name: Karla Ceron

Address Line 1: 3175 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 326420.134

NAME OF SUBMITTER: Karla Ceron

SIGNATURE: /KC/

DATE SIGNED: 10/21/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **RUNWAY GROWTH CREDIT FUND INC.**, as administrative agent and collateral agent for the Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated October 19, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **FISCALNOTE, INC.**, a Delaware corporation ("Borrower Representative"), **CQ-ROLL CALL, INC.**, a Delaware corporation, **CAPITOL ADVANTAGE LLC**, a Virginia corporation, **VOTERVOICE, L.L.C.**, a Louisiana limited liability company, **SANDHILL STRATEGY LLC**, a District of Columbia limited liability company, and each other Person party hereto as a borrower from time to time (collectively, jointly and severally, "Borrowers", and each, a "Borrower"), **FISCALNOTE HOLDINGS, INC.**, a Delaware corporation ("Parent"), **FISCALNOTE HOLDINGS II, INC.**, a Delaware corporation (together with Parent and each other Person party thereto as a guarantor from time to time collectively, "Guarantors", and each, a "Guarantor"), the lenders from time to time party thereto (collectively, the "Lenders", and each, a "Lender"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Amended and Restated Security Agreement, dated as of October 19, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any

damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

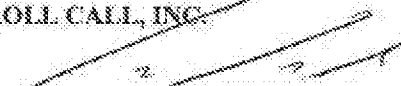
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

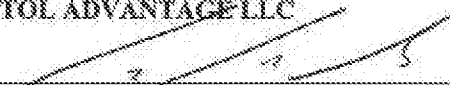
FISCALNOTE, INC.

By 
Name: Timothy Hwang
Title: Chief Executive Officer

CQ-ROLL CALL, INC.

By 
Name: Timothy Hwang
Title: Chief Executive Officer

CAPITOL ADVANTAGE LLC

By 
Name: Timothy Hwang
Title: Chief Executive Officer

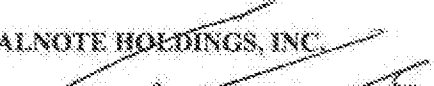
VOTERVOICE, L.L.C.

By _____
Name: Richard Kim
Title: Manager

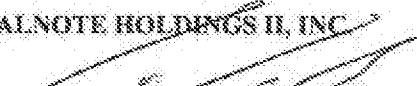
SANDHILL STRATEGY LLC

By _____
Name: Jon Slabaugh
Title: Manager

FISCALNOTE HOLDINGS, INC.

By 
Name: Timothy Hwang
Title: Chief Executive Officer

FISCALNOTE HOLDINGS II, INC.

By 
Name: Timothy Hwang
Title: Chief Executive Officer

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GRANTORS:

FISCALNOTE, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

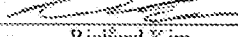
CQ-ROLL CALL, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

CAPITOL ADVANTAGE LLC

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

VOTERVOICE, L.L.C.

By 
Name: Richard Kim
Title: Manager

SANDHILL STRATEGY LLC

By _____
Name: Jon Slabaugh
Title: Manager

FISCALNOTE HOLDINGS, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

FISCALNOTE HOLDINGS II, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

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GRANTORS:

FISCALNOTE, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

CQ-ROLL CALL, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

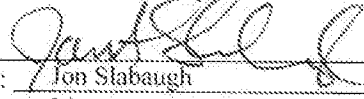
CAPITOL ADVANTAGE LLC

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

VOTERVOICE, L.L.C.

By _____
Name: Richard Kim
Title: Manager

SANDHILL STRATEGY LLC

By  _____
Name: Jon Slabaugh
Title: Manager

FISCALNOTE HOLDINGS, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

FISCALNOTE HOLDINGS II, INC.

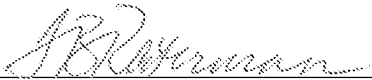
By _____
Name: Timothy Hwang
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:


RUNWAY GROWTH CREDIT FUND INC.,
a Maryland corporation

By: 
Name: Thomas B. Rateman
Title: CFO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
FiscalNote, Inc.	FISCALNOTE	Registered	5,039,414	13-Sep-2016
FiscalNote Holdings, Inc.	AT THE RACES	Registered	6,073,965	09-Jun-2020
FiscalNote Holdings, Inc.	OVERSIGHT	Pending (1B)	88/675,539	31-Oct-2019
VoterVoice, L.L.C.	VOTERVOICE	Registered	2,583,156	18-Jun-2002
CQ-Roll Call, Inc.	BUDGET TRACKER	Registered	3,717,977	01-Dec-2009
Capitol Advantage LLC	CONGRESS AT YOUR FINGERTIPS	Registered	1,704,877	04-Aug-1992
CQ-Roll Call, Inc.	CONGRESSIONAL QUARTERLY	Registered	3,736,226	12-Jan-2010
CQ-Roll Call, Inc.	CQ	Registered	3,736,227	12-Jan-2010
CQ-Roll Call, Inc.	CQ	Registered	1,669,768	24-Dec-1991
CQ-Roll Call, Inc.	CQ ALMANAC	Registered	3,724,871	15-Dec-2009
CQ-Roll Call, Inc.	CQ ALMANAC	Registered	1,669,397	24-Dec-1991
CQ-Roll Call, Inc.	CQ BILLTRACK	Registered	3,724,864	15-Dec-2009
CQ-Roll Call, Inc.	CQ LAWTRACK	Registered	3,692,519	06-Oct-2009
CQ-Roll Call, Inc.	CQ PRESS	Registered	3,842,117	31-Aug-2010
CQ-Roll Call, Inc.	CQ PRESS	Registered	3,842,118	31-Aug-2010

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
CQ-Roll Call, Inc.	CQ WEEKLY	Registered	3,724,868	15-Dec-2009
CQ-Roll Call, Inc.	CQ'S POLITICS IN AMERICA	Registered	3,721,397	08-Dec-2009
CQ-Roll Call, Inc.	FEDERAL NEWS SERVICE	Registered	2,552,102	26-Mar-2002
CQ-Roll Call, Inc.	FEDNEWS	Registered	2,745,356	29-Jul-2003
CQ-Roll Call, Inc.	FNS	Registered	2,566,914	07-May-2002
CQ-Roll Call, Inc.	HEARD ON THE HILL	Registered	4,058,012	22-Nov-2011
CQ-Roll Call, Inc.	POLITICAL MONEYLINE	Registered	4,320,007	16-Apr-2013
CQ-Roll Call, Inc.	ROLL CALL	Registered	1,790,391	31-Aug-1993
CQ-Roll Call, Inc.	ROLL CALL DECODER	Registered	5,907,550	12-Nov-2019
CQ-Roll Call, Inc.	ROLL CALL THE SOURCE FOR NEWS ON CAPITOL HILL SINCE 1955	Registered	4,635,402	11-Nov-2014
CQ-Roll Call, Inc.		Registered	2,566,956	07-May-2002
CQ-Roll Call, Inc.	CQ ROLL CALL STATETRACK	Registered	5,226,082	20-June-2017

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.