

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM604050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT		10/19/2020	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: 26			
Property Type	Number	Word Mark	
Registration Number:	5039414	FISCALNOTE	
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	
Registration Number:	3724864	CQ BILLTRACK	
Registration Number:	3692519	CQ LAWTRACK	
Registration Number:	3842117	CQ PRESS	
Registration Number:	3842118	CQ PRESS	
Registration Number:	3748703	CQ TRANSCRIPTSWIRE	
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	
TRADEMARK			

CH \$665.00 5039414

Property Type	Number	Word Mark
Registration Number:	4320007	POLITICAL MONEYLINE
Registration Number:	1790391	ROLL CALL
Registration Number:	4635402	ROLL CALL THE SOURCE FOR NEWS ON CAPITOL
Registration Number:	4320019	POLITICAL MONEYLINE
Registration Number:	2566956	FNS FEDERAL NEWS SERVICE
Registration Number:	5226082	CQ ROLL CALL STATETRACK
Registration Number:	4058012	HEARD ON THE HILL

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: 10

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this “Assignment”) is made effective as of as of October 19, 2020 by and among MIDCAP FINANCIAL TRUST (in its individual capacity, “MCF”), in its capacity as administrative agent for the lenders (in such capacity, the “Administrative Agent”) under the Trademark Security Agreement (as defined below), and RUNWAY GROWTH CREDIT FUND INC. (in its individual capacity, “Runway”), as successor to the Administrative Agent.

RECITALS

WHEREAS, FiscalNote, Inc., a Delaware corporation (“FiscalNote”), CQ-Roll Call, Inc., a Delaware Corporation (“CQ-Roll Call”), Capitol Advantage LLC, a Virginia limited liability company (“Capitol Advantage”), and VoterVoice, L.L.C., a Louisiana limited liability company (together with FiscalNote, CQ-Roll Call and Capitol Advantage, collectively, the “Grantors”, and each a “Grantor”), entered into a Trademark Security Agreement, dated as of August 20, 2018 (the “Trademark Security Agreement”) in favor of the Administrative Agent, which was recorded with the Trademark Division of the United States Patent and Trademark Office on October 8, 2018 at Reel 6500/Frame 0840. A copy of the Trademark Security Agreement is attached hereto as Exhibit A.

WHEREAS, pursuant to that certain Agency Transfer and Subagency Agreement, dated as of October 19, 2020 (the “Agency Assignment Agreement”), by and among MCF, as Resigning Agent, Runway, the Grantors, Sandhill Strategy, LLC, a District of Columbia limited liability company, FiscalNote Holdings, Inc., a Delaware corporation, and FiscalNote Holdings II, Inc., a Delaware corporation, MCF has agreed to resign as Administrative Agent and Runway is appointed as and agrees to assume the rights and obligations of Administrative Agent, including without limitation, pursuant to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby assigns to Runway all of its rights, remedies, duties and other obligations under, among other things, the Trademark Security Agreement, subject to the terms and conditions of the Agency Assignment Agreement.

This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. The paragraph headings used in this Assignment are for convenience only and shall not affect the interpretation of any of the provisions hereof.

THIS ASSIGNMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARDS TO CONFLICTS OF LAW PRINCIPLES.

[signatures follow]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

MIDCAP FINANCIAL TRUST, as Administrative Agent

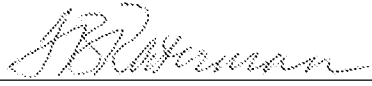
By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP,
LLC, its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

ASSIGNEE:

RUNWAY GROWTH CREDIT FUND INC.

By: 

Name: Thomas B. Raterman

Title: CFO

Exhibit A

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of August 20, 2018 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 20, 2018 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among FISCALNOTE, INC., a Delaware corporation (“**FiscalNote**”), the Subsidiaries of FiscalNote from time to time party thereto, as Borrowers (as defined therein) (together with FiscalNote, collectively, the “**Borrowers**” and individually, a “**Borrower**”), Holdings (as defined therein) and the other Subsidiaries (as defined therein) of FiscalNote from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined in the Credit Agreement) to the Borrowers from time to time upon the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of August 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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 Administrative Agent, the other Secured Parties, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. MISCELLANEOUS. The terms and provisions of Section 1.3 (*Other Definitional Provisions*), Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*) and 12.14 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein..

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**FISCALNOTE, INC.
CQ-ROLL CALL, INC.
CAPITOL ADVANTAGE LLC**
as Grantors

By: 
Name: Richard Kim
Title: Chief Financial Officer

VOTERVOICE, L.L.C.
as Grantor

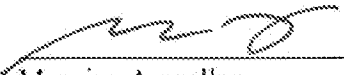
By: 
Name: Richard Kim
Title: Managing Director

ACCEPTED AND ACKNOWLEDGED:

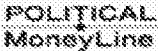
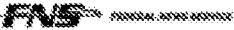
MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
FiscalNote, Inc.	FISCALNOTE	Active	5,039,414	13-Sep-2016
VoterVoice L.L.C.	VOTERVOICE	Active	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
CQ-Roll Call, Inc.	CQ TRANSCRIPTSWIRE	Registered	3,748,703	16-Feb-2010
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.	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 THE SOURCE FOR NEWS ON CAPITOL HILL SINCE 1955	Registered	4,635,402	11-Nov-2014
CQ-Roll Call, Inc.		Registered	4,320,019	16-Apr-2013
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
CQ-Roll Call, Inc.	HEARD ON THE HILL	Registered	4,058,012	22-Nov-2011