

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOMBORA, INC.		03/31/2021	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: 5			
Property Type	Number	Word Mark	
Registration Number:	4871956	BOMBORA	
Registration Number:	5166416	SURGE ALERT	
Registration Number:	5518120	COMPANY SURGE	
Registration Number:	5822569	COMPANY SURGE FOR EMAIL	
Registration Number:	3783314	CALLER ID FOR YOUR WEBSITE	
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:	326420-127		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	03/31/2021		
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 March 31, 2021, among **BOMBORA, 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**”). 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 Grantor’s Intellectual Property.

C. 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. 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 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 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:

419 Park Avenue South
12th Floor
New York, NY 10016
Attention: Chief Financial Officer

GRANTOR:

BOMBORA, INC.

By Erik Matlick

Name: Erik Matlick
Title: 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: Thomas Raterman

Name: Thomas Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
BOMBORA, INC.	CONTENT CONSUMPTION MONITORING	9940634	04/10/2018
BOMBORA, INC.	SURGE DETECTOR FOR CONTENT CONSUMPTION (APP)	14/981529	12/28/2015
BOMBORA, INC.	DISTRIBUTED MODEL OPTIMIZER FOR CONTENT CONSUMPTION (APP)	15/690127	08/29/2017
BOMBORA, INC.	CONTENT CONSUMPTION MONITORING	10,810,604	10/20/20
BOMBORA, INC.	ASSOCIATING IP ADDRESSES WITH LOCATIONS WHERE USERS ACCESS CONTENT (APP)	16/163283	10/17/2018
BOMBORA, INC.	WEBSITE INTEREST DETECTOR (APP)	16/109648	08/22/2018
BOMBORA, INC.	WEBSITE FINGERPRINTING (APP)	16/435382	06/07/2019
BOMBORA, INC.	MACHINE LEARNING TECHNIQUES FOR INTERNET PROTOCOL ADDRESS TO DOMAIN NAME RESOLUTION SYSTEMS	17/017,425	9/10/20
BOMBORA, INC.	CONTENT CONSUMPTION MONITOR (APP)	17/020,309	9/14/20
BOMBORA., INC.	MACHINE LEARNING TECHNIQUES FOR ASSOCIATING NETWORK ADDRESSES WITH INFORMATION OBJECT ACCESS LOCATIONS (APP)	17/153673	1/20/21
BOMBORA, INC.	MACHINE LEARNING TECHNIQUES FOR WEB RESOURCE INTEREST DETECTION	17/160235	1/27/21
BOMBORA, INC.	MACHINE LEARNING TECHNIQUES FOR DETECTING SURGES IN CONTENT CONSUMPTION	17/189,073	3/1/21

BOMBORA, INC,

MACHINE LEARNING
TECHNIQUES FOR WEB
RESOURCE FINGERPRINTING
(APP)

17/199,268

3/12/21

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
BOMBORA, INC.	BOMBORA	4871956	12/15/2015
BOMBORA, INC.	SURGE ALERT	5166416	03/21/2017
BOMBORA, INC.	COMPANY SURGE	5518120	07/17/2018
BOMBORA, INC.	COMPANY SURGE FOR EMAIL	5822569	07/30/2019
BOMBORA, INC.	CALLER ID FOR YOUR WEBSITE	3783314	05/04/2010