

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIDELIS CYBERSECURITY, INC		05/13/2021	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: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5158802	FIDELIS CYBERSECURITY	
Registration Number:	5360502	F	
Registration Number:	5360503	FIDELIS CYBERSECURITY	
Registration Number:	5758593	FIDELIS DECEPTION	
Registration Number:	5623628	FIDELIS ELEVATE	
Registration Number:	5355751	FIDELIS ENDPOINT	
Registration Number:	5351257	FIDELIS NETWORK	
Registration Number:	3895150	DEEP SESSION INSPECTION	
Registration Number:	4871271	THREATBRIDGE	
Serial Number:	86945974	DEEP ENDPOINT INSPECTION	
Serial Number:	87614239	CONCLUSIONS	
Serial Number:	88341680	TERRAIN BASED CYBER DEFENSE	
Serial Number:	88341704	TERRAIN BASED CYBER RESPONSE	
Serial Number:	88773649	ENTERPRISE DYNAMIC DECEPTION	
Serial Number:	88774408	FIDELIS DECRYPTION	
Registration Number:	4102436	ZIFTEN	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 5158802

TRADEMARK

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.

Email: ip@agilelegal.com
Correspondent Name: Laura Barkley
Address Line 1: 2570 W. El Camino Real, Suite 400
Address Line 2: GCA Law Partners LLP
Address Line 4: Mountain View, CALIFORNIA 94040

NAME OF SUBMITTER:	Laura Blakely
SIGNATURE:	/Laura Blakely/
DATE SIGNED:	07/15/2021

Total Attachments: 7

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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 May 13, 2021, among **FIDELIS CYBERSECURITY, INC.**, a Delaware corporation (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as Lender (“**Lender**”).

RECITALS

A. Grantors and Lender are parties to that certain Loan and Security Agreement as of June 13, 2019 (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 Lender hereby agree:

1. To secure the Obligations, each Grantor grants Lender a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. 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 Lender, in consultation with Grantor, to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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. 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 Grantors:

4500 East West, Hwy
Bethesda, MD 20814
Attention: General Counsel
Email: legal@skyviewcapital.com

GRANTORS:

FIDELIS CYBERSECURITY, INC.

By *Alex Soltani*
Name: Alex Soltani
Title: Director

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

LENDER:

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:

4500 East West, Hwy
Bethesda, MD 20814
Attention: Cameron Pforr, Chief Financial Officer
Email: _____

GRANTORS:

FIDELIS CYBERSECURITY, INC.

By _____
Name: _____
Title: _____

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By: David Spreng
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A

COPYRIGHTS

Owner	Copyrights / Copyright Application	Copyright No. / Application No.	Registration Date / Application Date
Fidelis Cybersecurity, Inc.	Applications were filed in 2021	Pending	2021

EXHIBIT B


PATENTS

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Fidelis Cybersecurity, Inc.	High-Performance Network Content Analysis Platform	Patent No. 7467202 /	Date of Patent: 12/16/2008
Fidelis Cybersecurity, Inc.	System and Method for Extracting and Preserving Metadata for Analyzing Network Communications	Patent No. 9961095	Date of Patent: 5/1/2018

EXHIBIT C

TRADEMARKS

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Fidelis Cybersecurity, Inc.	FIDELIS CYBERSECURITY®	Trademark No.: 5,158,802	Issue Date: 3/13/2017
Fidelis Cybersecurity, Inc.		Trademark No.: 5,360,502	Issue Date: 12/19/2017
Fidelis Cybersecurity, Inc.		Trademark No.: 5,360,503	Issue Date: 12/19/2017
Fidelis Cybersecurity, Inc.	FIDELIS DECEPTION®	Trademark No.: 5,758,593	Issue Date: 5/21/2019
Fidelis Cybersecurity, Inc.	FIDELIS ELEVATE®	Trademark No. 5,623,628	Issue Date: 12/04/2018
Fidelis Cybersecurity, Inc.	FIDELIS ENDPOINT®	Trademark No. 5,355,751	Issue Date: 12/12/2017
Fidelis Cybersecurity, Inc.	FIDELIS NETWORK®	Trademark No. 5,351,257	Issue Date: 12/05/2017
Fidelis Cybersecurity, Inc.	DEEP ENDPOINT INSPECTION™	Trademark No. 86/945,974	Issue Date: 3/18/2016
Fidelis Cybersecurity, Inc.	DEEP SESSION INSPECTION®	Trademark No. 3,895,150	Issue Date: 12/21/2010
Fidelis Cybersecurity, Inc.	THREATBRIDGE®	Trademark No. 4,871,271	Issue Date: 12/15/2015
Fidelis Cybersecurity, Inc.	CONCLUSIONS™	Trademark No. 87/614,239	Issue Date: 09/09/2017
Fidelis Cybersecurity, Inc.	DECOYnet®	Trademark No. 4,838,923	Issue Date: 10/27/2015
Fidelis Cybersecurity, Inc.	TERRAIN BASED CYBER DEFENSE™	Trademark No. 88/341,680	Issue Date: 03/15/2019
Fidelis Cybersecurity, Inc.	TERRAIN BASED CYBER RESPONSE™	Trademark No. 88/341,704	Issue Date: 03/15/2019
Fidelis Cybersecurity, Inc.	ENTERPRISE DYNAMIC DECEPTION™	Trademark No. 88/773,649	Issue Date: 1/26/2020
Fidelis Cybersecurity, Inc.	FIDELIS DECRYPTION™	Trademark No. 88/774408	Issue Date: 1/27/2020

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Fidelis Cybersecurity, Inc.	 <p>The logo for Ziften features the word "ziften" in a bold, lowercase, sans-serif font. Above the letter "i" is a stylized graphic element consisting of two curved lines that meet at a point, resembling a crown or a protective shield.</p>	Trademark No. 4,102,436	Issue Date: 02/21/2012