

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRESIDE 21, LLC		09/30/2021	Limited Liability Company: DELAWARE
FACTSQUARED, LLC		09/30/2021	Limited Liability Company: DELAWARE
THE OXFORD ANALYTICA INTERNATIONAL GROUP, LLC		09/30/2021	Limited Liability Company: DELAWARE
OXFORD ANALYTICA INC.		09/30/2021	Corporation: NEW YORK
FISCALNOTE BOARDS LLC	FORMERLY BOARD.ORG LLC	09/30/2021	Corporation: TEXAS
PREDATA, INC.		09/30/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	RUNWAY GROWTH FINANCE CORP., AS AGENT
<b>Street Address:</b>	205 N MICHIGAN AVE., SUITE 4200
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	5920647	FIRESIDE
Registration Number:	5040415	FIRESIDE 21
Registration Number:	5040416	FIRESIDE21
Registration Number:	5466573	BLOCKCHAIN BOARD
Registration Number:	5517738	BLOCKCHAIN BOARD
Registration Number:	5718163	BOARD.ORG
Registration Number:	5784640	BOARD.ORG
Registration Number:	5517781	CMO BOARD
Registration Number:	5471722	CMO BOARD
Registration Number:	5517782	CSR BOARD
Registration Number:	5471724	CSR BOARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5523076	CULTURE BOARD
Registration Number:	5471725	CULTURE BOARD
Registration Number:	5517780	DATA BOARD
Registration Number:	5471721	DATA BOARD
Registration Number:	5494267	ECOMMERCE BOARD
Registration Number:	5528594	ECOMMERCE BOARD
Registration Number:	5528596	EQUALITY BOARD
Registration Number:	5528595	EQUALITY BOARD
Registration Number:	5471723	INNOVATION BOARD
Registration Number:	5517779	INNOVATION BOARD
Registration Number:	5517783	METRICS BOARD
Registration Number:	5471720	METRICS BOARD
Registration Number:	5326008	SOCIAL MEDIA .ORG HEALTH
Registration Number:	5466574	SOCIAL MEDIA .ORG TALENT
Registration Number:	4100400	SOCIALMEDIA.ORG
Registration Number:	4100399	SOCIALMEDIA.ORG
Registration Number:	5224983	SOCIALMEDIA.ORG HEALTH
Registration Number:	5466572	SOCIALMEDIA.ORG TALENT
Registration Number:	5682385	TALENT MARKETING BOARD
Registration Number:	5725147	TALENT MARKETING BOARD
Registration Number:	5619438	WOMEN'S EMPOWERMENT BOARD
Registration Number:	5701451	WOMEN'S EMPOWERMENT BOARD
Registration Number:	2037075	THE BOARD
Registration Number:	6224231	TALENT ACQUISITION & MARKETING BOARD
Registration Number:	6281254	TALENT ACQUISITION & MARKETING BOARD
Registration Number:	5216345	PREDATA

**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 94304-1130

ATTORNEY DOCKET NUMBER: 326420.134

NAME OF SUBMITTER: Karla Ceron

SIGNATURE: /karla ceron/

<b>DATE SIGNED:</b>	09/30/2021
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**Total Attachments: 8**

- source=04C Trademark Security Agreement (New Guarantors) - FiscalNote (09.30.2021)#page1.tif
- source=04C Trademark Security Agreement (New Guarantors) - FiscalNote (09.30.2021)#page2.tif
- source=04C Trademark Security Agreement (New Guarantors) - FiscalNote (09.30.2021)#page3.tif
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **RUNWAY GROWTH FINANCE CORP.** (f/k/a 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.

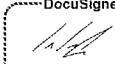
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE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

[SIGNATURE PAGE FOLLOWS]

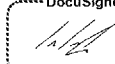
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

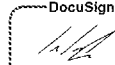
**FIRESIDE 21, LLC**

DocuSigned by:  
  
By 4FB88BA4F1544D7...  
Name: Timothy Hwang  
Title: Chief Executive Officer

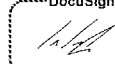
**FACTSQUARED, LLC**

DocuSigned by:  
  
By 4FB88BA4F1544D7...  
Name: Timothy Hwang  
Title: Chief Executive Officer

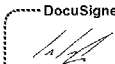
**THE OXFORD ANALYTICA INTERNATIONAL GROUP, LLC**

DocuSigned by:  
  
By 4FB88BA4F1544D7...  
Name: Timothy Hwang  
Title: Chief Executive Officer

**OXFORD ANALYTICA INC.**

DocuSigned by:  
  
By 4FB88BA4F1544D7...  
Name: Timothy Hwang  
Title: Chief Executive Officer

**FISCAL NOTE BOARDS LLC**

DocuSigned by:  
  
By 4FB88BA4F1544D7...  
Name: Timothy Hwang  
Title: Chief Executive Officer

**PREDATA, INC.**

By \_\_\_\_\_  
Name: Hazem Dawani  
Title: Chief Executive Officer

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:**

**FIRESIDE 21, LLC**

By \_\_\_\_\_  
Name: Timothy Hwang  
Title: Chief Executive Officer

**FACTSQUARED, LLC**

By \_\_\_\_\_  
Name: Timothy Hwang  
Title: Chief Executive Officer

**THE OXFORD ANALYTICA  
INTERNATIONAL GROUP, LLC**

By \_\_\_\_\_  
Name: Timothy Hwang  
Title: Chief Executive Officer

**OXFORD ANALYTICA INC.**

By \_\_\_\_\_  
Name: Timothy Hwang  
Title: Chief Executive Officer

**BOARD.ORG LLC**

By \_\_\_\_\_  
Name: Timothy Hwang  
Title: Chief Executive Officer

**PREDATA, INC.**

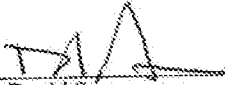
DocuSigned by:  
*Hazem Dawani*  
By \_\_\_\_\_  
Name: Hazem Dawani  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**RUNWAY GROWTH FINANCE CORP.**,  
a Maryland corporation

By:   
Name: David Spreng  
Title: Chief Executive Officer

255538338


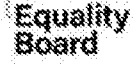



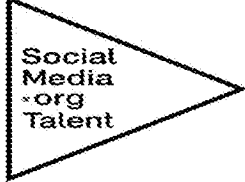

**TRADEMARK**  
**REEL: 007438 FRAME: 0789**




**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Status</u></b>	<b><u>App./Reg. Nos.</u></b>	<b><u>App./Reg. Date</u></b>
Fireside 21, LLC	 <b>F I R E S I D E</b>	Registered	5,920,647	November 26, 2019
Fireside 21, LLC	<b>fireside</b> 	Registered	5,040,415	September 13, 2016
Fireside 21, LLC	<b>FIRESIDE21</b>	Registered	5,040,416	September 13, 2016
Board.org LLC	<b>BLOCKCHAIN BOARD</b>	Registered	5,466,573	May 8, 2018
Board.org LLC	 <b>Blockchain Board</b>	Registered	5,517,738	July 17, 2018
Board.org LLC	<b>BOARD.ORG</b>	Registered	5,718,163	April 2, 2019
Board.org LLC	 <b>Board.org</b>	Registered	5,784,640	June 25, 2019
Board.org LLC	 <b>CMO Board</b>	Registered	5,517,781	July 17, 2018
Board.org LLC	<b>CMO BOARD</b>	Registered	5,471,722	May 15, 2018
Board.org LLC	 <b>CSR Board</b>	Registered	5,517,782	July 17, 2018
Board.org LLC	<b>CSR BOARD</b>	Registered	5,471,724	May 15, 2018
Board.org LLC	 <b>Culture Board</b>	Registered	5,523,076	July 24, 2018
Board.org LLC	<b>CULTURE BOARD</b>	Registered	5,471,725	May 15, 2018
Board.org LLC	 <b>Data Board</b>	Registered	5,517,780	July 17, 2018
Board.org LLC	<b>DATA BOARD</b>	Registered	5,471,721	May 15, 2018

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
Board.org LLC	ECOMMERCE BOARD	Registered	5,494,267	June 12, 2018
Board.org LLC		Registered	5,528,594	July 31, 2018
Board.org LLC		Registered	5,528,596	July 31, 2018
Board.org LLC	EQUALITY BOARD	Registered	5,528,595	July 31, 2018
Board.org LLC	INNOVATION BOARD	Registered	5,471,723	May 15, 2018
Board.org LLC		Registered	5,517,779	July 17, 2018
Board.org LLC		Registered	5,517,783	July 17, 2018
Board.org LLC	METRICS BOARD	Registered	5,471,720	May 15, 2018
Board.org LLC		Registered	5,326,008	October 31, 2017
Board.org LLC		Registered	5,466,574	May 8, 2018
Board.org LLC		Registered	4,100,400	February 14, 2012
Board.org LLC	SOCIALMEDIA.ORG	Registered	4,100,399	February 14, 2012
Board.org LLC	SOCIALMEDIA.ORG HEALTH	Registered	5,224,983	June 13, 2017
Board.org LLC	SOCIALMEDIA.ORG TALENT	Registered	5,466,572	May 8, 2018
Board.org LLC	TALENT MARKETING BOARD	Registered	5,682,385	February 19, 2019

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
Board.org LLC		Registered	5,725,147	April 16, 2019
Board.org LLC	WOMEN'S EMPOWERMENT BOARD	Registered	5,619,438	November 27, 2018
Board.org LLC		Registered	5,701,451	March 19, 2019
Board.org LLC	THE BOARD	Registered	2,037,075	February 11, 1997
Board.org LLC	TALENT ACQUISITION & MARKETING BOARD	Registered	6,224,231	December 15, 2020
Board.org LLC		Registered	6,281,254	March 2, 2021
Board.org, LLC		Pending	90/058,351	July 17, 2020
Predata, Inc.	PREDATA	Registered	5,216,345	June 6, 2017

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.