

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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	Limited Liability Company: TEXAS
PREDATA, INC.		09/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	RUNWAY GROWTH FINANCE CORP., 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: 2

Property Type	Number	Word Mark
Serial Number:	97420867	DATA PRIVACY BOARD
Serial Number:	97420872	DATA PRIVACY BOARD

CORRESPONDENCE DATA

Fax Number: 6505657100

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: 6505657022

Email: kceron@sidley.com

Correspondent Name: Karla Ceron

Address Line 1: 1001 Page Mill Road, Building 1

Address Line 4: Palo Alto, CALIFORNIA 94304

CH \$65.00 97420867

ATTORNEY DOCKET NUMBER:	100107.30100
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/karla ceron/
DATE SIGNED:	10/12/2022

Total Attachments: 9

source=11 Trademark Security Agreement (Guarantors) (FiscalNote Boards)(updated 10.11.2022) - FiscalNote (09.30.2021)#page1.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.

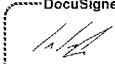
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE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

[SIGNATURE PAGE FOLLOWS]

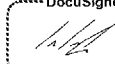
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

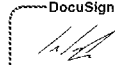
FIRESIDE 21, LLC

DocuSigned by:

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

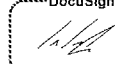
FACTSQUARED, LLC

DocuSigned by:

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

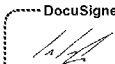
THE OXFORD ANALYTICA INTERNATIONAL GROUP, LLC

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.

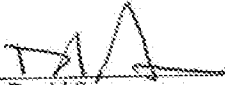
DocuSigned by:
Hazem Dawani
By _____
Name: Hazem Dawani
Title: Chief Executive Officer

[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


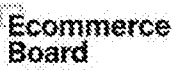
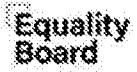




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TRADEMARK
REEL: 007865 FRAME: 0572


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
Fireside 21, LLC		Registered	5,920,647	November 26, 2019
Fireside 21, LLC	fireside 	Registered	5,040,415	September 13, 2016
Fireside 21, LLC	FIRESIDE21	Registered	5,040,416	September 13, 2016
FiscalNote Boards LLC (fka Board.org LLC)	BLOCKCHAIN BOARD	Registered	5,466,573	May 8, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,517,738	July 17, 2018
FiscalNote Boards LLC (fka Board.org LLC)	BOARD.ORG	Registered	5,718,163	April 2, 2019
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,784,640	June 25, 2019
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,517,781	July 17, 2018
FiscalNote Boards LLC (fka Board.org LLC)	CMO BOARD	Registered	5,471,722	May 15, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,517,782	July 17, 2018
FiscalNote Boards LLC (fka Board.org LLC)	CSR BOARD	Registered	5,471,724	May 15, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,523,076	July 24, 2018
FiscalNote Boards LLC (fka Board.org LLC)	CULTURE BOARD	Registered	5,471,725	May 15, 2018

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,517,780	July 17, 2018
FiscalNote Boards LLC (fka Board.org LLC)	DATA BOARD	Registered	5,471,721	May 15, 2018
FiscalNote Boards LLC (fka Board.org LLC)	ECOMMERCE BOARD	Registered	5,494,267	June 12, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,528,594	July 31, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,528,596	July 31, 2018
FiscalNote Boards LLC (fka Board.org LLC)	EQUALITY BOARD	Registered	5,528,595	July 31, 2018
FiscalNote Boards LLC (fka Board.org LLC)	INNOVATION BOARD	Registered	5,471,723	May 15, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,517,779	July 17, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,517,783	July 17, 2018
FiscalNote Boards LLC (fka Board.org LLC)	METRICS BOARD	Registered	5,471,720	May 15, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,326,008	October 31, 2017
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,466,574	May 8, 2018

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
FiscalNote Boards LLC (fka Board.org LLC)		Registered	4,100,400	February 14, 2012
FiscalNote Boards LLC (fka Board.org LLC)	SOCIALMEDIA.ORG	Registered	4,100,399	February 14, 2012
FiscalNote Boards LLC (fka Board.org LLC)	SOCIALMEDIA.ORG HEALTH	Registered	5,224,983	June 13, 2017
FiscalNote Boards LLC (fka Board.org LLC)	SOCIALMEDIA.ORG TALENT	Registered	5,466,572	May 8, 2018
FiscalNote Boards LLC (fka Board.org LLC)	TALENT MARKETING BOARD	Registered	5,682,385	February 19, 2019
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,725,147	April 16, 2019
FiscalNote Boards LLC (fka Board.org LLC)	WOMEN'S EMPOWERMENT BOARD	Registered	5,619,438	November 27, 2018
FiscalNote Boards LLC (fka Board.org LLC)		Registered	5,701,451	March 19, 2019
FiscalNote Boards LLC (fka Board.org LLC)	THE BOARD	Registered	2,037,075	February 11, 1997
FiscalNote Boards LLC (fka Board.org LLC)	TALENT ACQUISITION & MARKETING BOARD	Registered	6,224,231	December 15, 2020
FiscalNote Boards LLC (fka Board.org LLC)		Registered	6,281,254	March 2, 2021
FiscalNote Boards LLC (fka Board.org, LLC)		Pending	90/058,351	July 17, 2020

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App./Reg. Nos.</u>	<u>App./Reg. Date</u>
FiscalNote Boards LLC (fka Board.org, LLC)	 Data Privacy Board	Pending	97/420,867	May 20, 2022
FiscalNote Boards LLC (fka Board.org, LLC)	DATA PRIVACY BOARD	Pending	97/420,872	May 20, 2022
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.