

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIVO SYSTEMS LLC		10/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH FINANCE CORP.		
Street Address:	205 N. Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90348280	BRIVO ACCESS	
Serial Number:	86781378	BRIVO MOBILE PASS	
Serial Number:	86061468	BRIVO ONAIR	
Serial Number:	76237265	BRIVO	
Serial Number:	76237266	BRIVO	
Serial Number:	76237264	BRIVO	
Serial Number:	88895065	FLUID ACCESS	
Serial Number:	77041423		
Serial Number:	77041319	ACS ONSITE	
Serial Number:	77041303	ACS5000	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$265.00 90348280

Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1812644 TM
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	10/20/2022
Total Attachments: 6 source=IPSA 10-20-22- Runway-Brivo Systems LLC#page1.tif source=IPSA 10-20-22- Runway-Brivo Systems LLC#page2.tif source=IPSA 10-20-22- Runway-Brivo Systems LLC#page3.tif source=IPSA 10-20-22- Runway-Brivo Systems LLC#page4.tif source=IPSA 10-20-22- Runway-Brivo Systems LLC#page5.tif source=IPSA 10-20-22- Runway-Brivo Systems LLC#page6.tif	

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 October 20, 2022, by **BRIVO SYSTEMS LLC, A DELAWARE LIMITED LIABILITY COMPANY** (“**Borrower Representative**” or “**Grantor**”) and **RUNWAY GROWTH FINANCE CORP.**, 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 each 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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.

GRANTOR:

BRIVO SYSTEMS LLC

DocuSigned By:


By: _____
C25459CDB05A4E7...

Name: Steve Van Till

Title: Chief Executive Officer

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: _____

Name: Thomas Raterman

Title: Chief Financial Officer

[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.

GRANTOR:

BRIVO SYSTEMS LLC

By: _____
Name: Steve Van Till
Title: Chief Executive Officer

AGENT:

RUNWAY GROWTH FINANCE CORP.

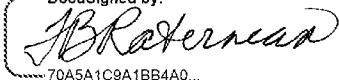
DocuSigned by:

By: _____
Name: Thomas Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Brivo Systems, LLC	Brivo Website	TX0008462675	9/1/2017

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Brivo Systems LLC	System and Method for Physical Access Control	20150040205	2/5/2015
Brivo Systems LLC	System and Method for Physical Access Control	20140282993	9/18/2014
Brivo Systems LLC	System and method for physical access control	8881252	11/4/2014
Brivo Systems LLC	System and method for physical access control	8990889	3/24/2015
Brivo Systems LLC	Indexing a video surveillance stream to match an access control credential or token with best facial image detected at a security portal method of operation and system	11222494	1/11/2022
Brivo Systems LLC	Indexing a video surveillance stream to match an access control credential or token with best facial image detected at a security portal method of operation and system	20200394855	12/17/2020
Brivo Systems LLC	Methods of Cautioning and Alerting within Umbras, and Penumbras of Physical Access Control Systems	20200410832	12/31/2020
Brivo Systems LLC	Geo-location estimate (GLE) sensitive physical access control methods of operation	10403063	9/3/2019
Brivo Systems LLC	Geo-Location Estimate (GLE) Sensitive Physical Access Control Methods of Operation	20170109954	4/20/2017
Brivo Systems LLC	Virtual door knocker apparatus, system, and method of operation	10235821	3/19/2019
Brivo Systems LLC	Analytic identity measures for physical access control methods	10366551	7/30/2019
Brivo Systems LLC	Geo-Location Estimate (GLE) Sensitive Physical Access Control Apparatus, System, and Method of Operation	20160358391	12/8/2016
Brivo Systems LLC	Pattern Analytics and Physical Access Control System Method of Operation	20170236347	8/17/2017
Brivo Systems LLC	Analytic Identity Measures for Physical Access Control Methods	20180089916	3/29/2018
Brivo Systems LLC	Geo-location estimate (GLE) sensitive physical access control apparatus, system, and method of operation	9652913	5/16/2017
Brivo Systems LLC	Pattern analytics and physical access control system method of operation	9747735	8/29/2017
Brivo Systems LLC	Unattended package delivery cross-docking apparatus and method	6344792	2/5/2002
Brivo Systems LLC	System and method for providing access to an unattended storage	6404337	6/11/2002
Brivo Systems LLC	Storage device for unattended, package pick up and delivery	D445234	6/17/2001

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION / APPLICATION DATE
Brivo Systems LLC	Brivo Access	90348280	5/24/2022
Brivo Systems LLC	Brivo Mobile Pass	86781378	6/28/2016
Brivo Systems LLC	BRIVO ONAIR	86061468	9/23/2014
Brivo Systems LLC	BRIVO	76237265	4/9/2002
Brivo Systems LLC	BRIVO	76237266	2/19/2002
Brivo Systems LLC	BRIVO	76237264	1/15/2002
Brivo Systems LLC	Fluid Access	88895065	12/15/2020
Brivo Systems LLC		77041423	5/20/2008
Brivo Systems LLC	ACS ONSITE	77041319	7/15/2008
Brivo Systems LLC	ACS5000	77041303	3/11/2008