

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM779863

|   |                                  |                       |                       |
|---|----------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b> | <b>Entity Type</b>    |
| MADISON REED, INC.  |                                  | 12/16/2022            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                  |                       |                       |
| <b>Name:</b>  | RUNWAY GROWTH FINANCE CORP.      |                       |                       |
| <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            |                       |                       |
| <b>PROPERTY NUMBERS Total: 13</b>   |                                  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 97323456                         | ROOT PERFECTION       |                       |
| <b>Serial Number:</b>   | 97252751                         | COLORSOLVE            |                       |
| <b>Serial Number:</b>   | 90597502                         | THE GREAT COVER UP    |                       |
| <b>Serial Number:</b>   | 88903673                         | MADISONREED MR.       |                       |
| <b>Serial Number:</b>   | 88984239                         | MADISONREED MR.       |                       |
| <b>Serial Number:</b>   | 88721415                         | MADISONREED           |                       |
| <b>Serial Number:</b>   | 88721422                         | MDSNRD                |                       |
| <b>Serial Number:</b>   | 87768454                         | LIGHT WORKS           |                       |
| <b>Serial Number:</b>   | 87979968                         | LIGHT WORKS           |                       |
| <b>Serial Number:</b>   | 87296085                         | ROOT REBOOT           |                       |
| <b>Serial Number:</b>   | 87296086                         | PRIME FOR PERFECTION  |                       |
| <b>Serial Number:</b>   | 87390312                         | TUNE UP               |                       |
| <b>Serial Number:</b>   | 86017391                         | MADISONREED           |                       |
| <b>CORRESPONDENCE DATA</b>  |                                  |                       |                       |
| <b>Fax Number:</b>  |                                  |                       |                       |
| <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> |                                  |                       |                       |
| <b>Phone:</b>   | 8004945225                       |                       |                       |
| <b>Email:</b>   | ipteam@cogencyglobal.com         |                       |                       |

OP \$340.00 97323456

**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1858566 TM

**NAME OF SUBMITTER:** Yvette Stohler

**SIGNATURE:** /Yvette Stohler/

**DATE SIGNED:** 01/11/2023

**Total Attachments: 6**

source=Runway - Madison Reed - IPSA (Madison Reed) (12-22)#page1.tif

source=Runway - Madison Reed - IPSA (Madison Reed) (12-22)#page2.tif

source=Runway - Madison Reed - IPSA (Madison Reed) (12-22)#page3.tif

source=Runway - Madison Reed - IPSA (Madison Reed) (12-22)#page4.tif

source=Runway - Madison Reed - IPSA (Madison Reed) (12-22)#page5.tif

source=Runway - Madison Reed - IPSA (Madison Reed) (12-22)#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 December 16, 2022 among **MADISON REED, INC.**, a Delaware corporation (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **RUNWAY GROWTH FINANCE CORP.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

### Recitals

A. Grantors, 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. 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 Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent 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 Agent 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.

[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.

Address of Grantors:

Madison Reed, Inc.  
548 Market Street, PMB 17871  
San Francisco, CA 94104  
Attention: Chief Financial Officer  
Email: [iz@madison-reed.com](mailto:iz@madison-reed.com)

GRANTORS:

MADISON REED, INC.

By \_\_\_\_\_  
Name: Amy Errett  
Title: Chief Executive Officer

Address of Agent:

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

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: T B Raterman  
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.

Address of Grantors:

Madison Reed, Inc.  
548 Market Street, PMB 17871  
San Francisco, CA 94104  
Attention: Chief Financial Officer  
Email: [iz@madison-reed.com](mailto:iz@madison-reed.com)

GRANTORS:

DocuSigned by:  
MADISON REED, INC.

By  \_\_\_\_\_  
EAB245BFB357413...

Name: Amy Errett  
Title: Chief Executive Officer

Address of Agent:

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

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: \_\_\_\_\_

Name: Thomas Raterman  
Title: Chief Financial Officer

EXHIBIT A  
COPYRIGHTS



| <u>OWNER</u> | <u>DESCRIPTION</u> | <u>REGISTRATION<br/>NUMBER</u> | <u>REGISTRATION<br/>DATE</u> |
|--------------|--------------------|--------------------------------|------------------------------|
|--------------|--------------------|--------------------------------|------------------------------|

EXHIBIT B

PATENTS

| <u>OWNER</u>       | <u>DESCRIPTION</u>   | <u>PATENT /<br/>APPLICATION<br/>NUMBER</u> | <u>ISSUE /<br/>APPLICATION<br/>DATE</u> |
|--------------------|----------------------|--|---|
| Madison Reed, Inc. | Highlighting device  | D863680                                    | 10/15/2019                              |
| Madison Reed, Inc. | Highlighting device  | D882170                                    | 4/21/2020                               |
| Madison Reed, Inc. | Highlight Applicator | 15/894,852                                 | 8/15/2019                               |

EXHIBIT C  
TRADEMARKS

| OWNER              | DESCRIPTION   | REGISTRATION/<br>SERIAL<br>NUMBER | REGISTRATION/<br>APPLICATION<br>DATE |
|--------------------|---|-----------------------------------|--------------------------------------|
| Madison Reed, Inc. | ROOT PERFECTION   | 97323456                          | 3/2/22 (app)                         |
| Madison Reed, Inc. | COLORSOLVE  | 97252751                          | 2/3/22 (app)                         |
| Madison Reed, Inc. | THE GREAT COVER UP  | 90597502                          | 3/23/21 (app)                        |
| Madison Reed, Inc. | MADISONREED MR.   | 88903673                          | 5/6/20 (app)                         |
| Madison Reed, Inc. | MADISONREED MR.   | 88984239                          | 8/9/2022                             |
| Madison Reed, Inc. | MADISONREED   | 88721415                          | 12/29/2020                           |
| Madison Reed, Inc. |    | 88721422                          | 11/17/2020                           |
| Madison Reed, Inc. | LIGHT WORKS   | 87768454                          | 1/14/2020                            |
| Madison Reed, Inc. | LIGHT WORKS   | 87979968                          | 3/26/2019                            |
| Madison Reed, Inc. | ROOT REBOOT   | 87296085                          | 3/20/2018                            |
| Madison Reed, Inc. | PRIME FOR PERFECTION  | 87296086                          | 2/20/2018                            |
| Madison Reed, Inc. | TUNE UP   | 87390312                          | 12/5/2017                            |
| Madison Reed, Inc. | MADISONREED   | 86017391                          | 3/10/2015                            |
| Madison Reed, Inc. |  | 88721422                          | 5/27/2014                            |