

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827466

<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>
Fidelis Cybersecurity, Inc.		05/13/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUNWAY GROWTH CREDIT FUND INC.		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5082726	RESOLUTION1 SECURITY	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2073676		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	07/27/2023		
<b>Total Attachments: 6</b>			
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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.

[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:

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

<b>Title</b>	<b>Type</b>	<b>Registration #</b>	<b>Date</b>
Fidelis Collector	Text	TX0009113842	8/31/2012
Fidelis Collector	Computer File	TX0009080024	1/21/2022
Fidelis Collector	Computer File	TX0009123631	4/13/2022
Fidelis Collector	Computer File	TX0009080021	1/21/2022
Fidelis Decoy	Computer File	TX0009122079	4/7/2022
Fidelis Decoy	Computer File	TX0009067288	12/3/2021
Fidelis Sandbox	Computer File	TX0009084381	2/15/2022
Fidelis Sensors	Text	TX0009109179	4/13/2022
Fidelis Sensors	Computer File	TX0009080023	1/21/2022

EXHIBIT B

PATENTS

<b>Title</b>	<b>Patent Date</b>	<b>Patent #</b>
System and a Method for Identifying the Presence of Malware Using Mini-Traps Set At Network Endpoints	10/31/2017	9,807,114
System and a method for identifying malware network activity using a decoy environment	6/5/2018	9,992,225
Methods and devices for identifying the presence of malware in a network	7/3/2018	10,015,193
System and a Method for Identifying the Presence of Malware Using Mini-Traps Set At Network Endpoints	10/31/2017	9,807,115

  

<b>Title</b>	<b>App Date</b>	<b>Application #</b>
AGGREGATION AND FLOW PROPAGATION OF ELEMENTS OF CYBER-RISK IN AN ENTERPRISE	2/1/2021	17/163,745

EXHIBIT C

TRADEMARKS

<b>Word/Mark</b>	<b>US Serial No.</b>	<b>US Reg. No.</b>	<b>Reg. Date</b>
RESOLUTION1 SECURITY	86440202	5082726	11/15/2016