

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUNWAY GROWTH FINANCE CORP.	FORMERLY RUNWAY GROWTH CREDIT FUND INC.	07/31/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	FIDELIS SECURITY LLC		
Street Address:	871 Marlborough Ave		
Internal Address:	Suite 100		
City:	Riverside		
State/Country:	CALIFORNIA		
Postal Code:	92507		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5158802	FIDELIS CYBERSECURITY	
Registration Number:	5360502	F	
Registration Number:	5360503	FIDELIS CYBERSECURITY	
Registration Number:	5758593	FIDELIS DECEPTION	
Registration Number:	5623628	FIDELIS ELEVATE	
Registration Number:	5355751	FIDELIS ENDPOINT	
Registration Number:	5352257	CASCADE FH	
Serial Number:	86945974	DEEP ENDPOINT INSPECTION	
Registration Number:	3895150	DEEP SESSION INSPECTION	
Registration Number:	4871271	THREATBRIDGE	
Registration Number:	5453341	THE RED HEADED HOSTESS	
Registration Number:	6464084	TERRAIN BASED CYBER DEFENSE	
Serial Number:	88341704	TERRAIN BASED CYBER RESPONSE	
Serial Number:	88773649	ENTERPRISE DYNAMIC DECEPTION	
Registration Number:	6258184	FIDELIS DECRYPTION	
Registration Number:	5082726	RESOLUTION1 SECURITY	
Registration Number:	4086875	CLOUDPASSAGE	

OP \$490.00 5158802

Property Type	Number	Word Mark
Registration Number:	4120795	HALO
Serial Number:	87909903	HALO CLOUD SECURE

CORRESPONDENCE DATA

Fax Number: 4142974900
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: 4142712400
Email: ncampos@foley.com
Correspondent Name: Scott D. Anderson
Address Line 1: 777 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202-5306

ATTORNEY DOCKET NUMBER:	127348-0147
NAME OF SUBMITTER:	Nissa Campos
SIGNATURE:	/Nissa Campos/
DATE SIGNED:	08/01/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 31, 2023, is made by Runway Growth Finance Corp. (f/k/a Runway Growth Credit Fund Inc.) (“**Seller**”), in favor of Fidelis Security LLC (“**Buyer**”), the purchaser of certain assets pursuant to a Bill of Public Foreclosure Sale, dated as of July 31, 2023 (the “**Transfer Document**”).

WHEREAS, under the terms of the Transfer Document, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, in its capacity as the foreclosing senior secured lender and on behalf of Fidelis Cybersecurity, Inc. and CloudPassage, Inc. (in their respective capacities as Seller’s borrowers and pledgors of the Assigned IP subject to Seller’s foreclosure sale, herein “**Debtors**”), pursuant to Section 9-610 and 9-617 of the California Uniform Commercial Code, hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s and Debtors’ respective rights, titles, and interests in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Transfer Document, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and any applications for registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the domains set forth on Schedule 4 (the “**Domains**”);

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Transfer Document. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to, and confirms the conveyance, transfer, and assignment of certain assets in, the Transfer Document. In the event of any conflict or inconsistency between the terms of the Transfer Document and the terms hereof, the terms of the Transfer Document shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**RUNWAY GROWTH FINANCE CORP.
(F/K/A RUNWAY GROWTH CREDIT
FUND INC.)**

DocuSigned by:

By: *T. B. Raterman*
Name: Thomas B. Raterman
Title: Chief Financial Officer, Chief
Operating Officer

FIDELIS SECURITY LLC

By: *Jonathan Dionne*
Name: Jonathan Dionne
Title: Manager

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Fidelis Cybersecurity, Inc. Patents/Applications

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Fidelis Cybersecurity, Inc.	High-Performance Network Content Analysis Platform	Patent No. 7467202 /	Date of Patent: 12/16/2008
Fidelis Cybersecurity, Inc.	System and Method for Extracting and Preserving Metadata for Analyzing Network Communications	Patent No. 9961095	Date of Patent: 5/1/2018

Title	Patent Date	Patent #
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

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


Cloudpassage, Inc. Patents/Applications

Description	Application Number OR Patent Number	Application OR Filing Date
Systems and Methods for Implementing Computer Security	10,153,906	12/11/2018
Systems and Methods for Implementing Security	10,027,650	07/17/2018
Systems and Methods for Implementing Computer Security	9,497,224	11/15/2016
Systems and Methods for Implementing Security	9,369,493	06/14/2016
Systems and Methods for Implementing Computer Security	9,124,640	09/01/2015
Systems and Methods for Implementing Security in a Cloud Computing Environment	9,065,804	06/23/2015
Systems and Methods for Implementing Computer Security	8,996,865	03/31/2015
Systems and Methods for Implementing Security in a Cloud Computing Environment	8,412,945	04/02/2013
Systems and Methods for Implementing Intrusion Prevention	15/571,364	11/02/2017
Systems and Methods for Implementing Security	16/011,285	06/18/2018
Systems and Methods for Providing Container Security	16/011,532	05/12/2015

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Fidelis Cybersecurity, Inc. Trademark Registrations/Applications

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Fidelis Cybersecurity, Inc.	FIDELIS CYBERSECURITY®	Trademark No.: 5,158,882	Issue Date: 3/13/2017
Fidelis Cybersecurity, Inc.		Trademark No.: 5,360,562	Issue Date: 12/19/2017
Fidelis Cybersecurity, Inc.		Trademark No.: 5,360,563	Issue Date: 12/19/2017
Fidelis Cybersecurity, Inc.	FIDELIS DECEPTION®	Trademark No.: 5,758,593	Issue Date: 5/21/2019
Fidelis Cybersecurity, Inc.	FIDELIS ELEVATE®	Trademark No. 5,623,628	Issue Date: 12/04/2018
Fidelis Cybersecurity, Inc.	FIDELIS ENDPOINT®	Trademark No. 5,355,751	Issue Date: 12/12/2017
Fidelis Cybersecurity, Inc.	FIDELIS NETWORK®	Trademark No. 5,352,257	Issue Date: 12/05/2017
Fidelis Cybersecurity, Inc.	DEEP ENDPOINT INSPECTION™	Trademark No. 86/945,974	Issue Date: 3/18/2016
Fidelis Cybersecurity, Inc.	DEEP SESSION INSPECTION®	Trademark No. 3,895,150	Issue Date: 12/21/2010
Fidelis Cybersecurity, Inc.	THREATBRIDGE®	Trademark No. 4,871,271	Issue Date: 12/15/2015
Fidelis Cybersecurity, Inc.	CONCLUSIONS™	Trademark No. 87/623,239	Issue Date: 09/09/2017
Fidelis Cybersecurity, Inc.	DECOYnet®	Trademark No. 4,838,923	Issue Date: 10/27/2015
Fidelis Cybersecurity, Inc.	TERRAIN BASED CYBER DEFENSE™	Trademark No. 88/341,680	Issue Date: 03/15/2019
Fidelis Cybersecurity, Inc.	TERRAIN BASED CYBER RESPONSE™	Trademark No. 88/341,704	Issue Date: 03/15/2019
Fidelis Cybersecurity, Inc.	ENTERPRISE DYNAMIC DECEPTION™	Trademark No. 88/773,649	Issue Date: 1/26/2020
Fidelis Cybersecurity, Inc.	FIDELIS DECRYPTION™	Trademark No. 6,258,184	Issue Date: 1/27/2020

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

Cloudpassage, Inc. Trademark Registrations/Applications

Description	Registration/ Serial Number	Registration/ Application Date
CLOUDPASSAGE	Reg. No. 4086875 Serial No. 85303962	Reg. Date: 01/17/2012 Filing Date: 04/25/2011
HALO	Reg. No. 4120795 Serial No. 85303971	Reg. Date: 04/03/2012 Filing Date: 04/25/2011
HALO CLOUD SECURE	Serial No: 87909903	Filing Date: 05/07/2018

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Fidelis Cybersecurity, Inc. Copyright Registrations

Title	Type	Registration #	Date
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

SCHEDULE 4
ASSIGNED DOMAINS

contentiqtest.com

dataleakage.com

deepsessioninspection.com

fidelis.net

fideliscybersecurity.com

fideliscybersecurity.net

fideliscybersecurity.org

fidelisecurity.com

fidelissec.com

fidelissecurity.at

fidelissecurity.ch

fidelissecurity.cn

fidelissecurity.co

fidelissecurity.co.uk

fidelissecurity.com

fidelissecurity.info

fidelissecurity.net

fidelissecurity.pl

fidelissecurity.us

fidelissecuritysystems.com

fidelissecuritysystems.net

fidelisxps.com

fidelisxps.net

fidsecsys.biz

fidsecsys.com

fidsecsys.info

fidsecsys.net

fidsecsys.us

networkdlp.com

networkdlp.net

networksecurityassessment.com

threatgeek.com

trustedwithmy.info

xips.net

cloudpassage.com