

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829526

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900784878
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elevate Services, Inc.		07/10/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	RUNWAY GROWTH FINANCE LLC
Street Address:	205 N. Michigan Ave., Suite 4200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5126951	ELEVATE
Registration Number:	5184383	
Registration Number:	5194567	LEXPREDICT
Registration Number:	5504143	LEXSEMBLE
Registration Number:	6406955	ELEVATEFLEX
Serial Number:	90856052	ELEVATENEXT

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
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:	2042755 TM
NAME OF SUBMITTER:	Yvette Stohler

SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	08/04/2023
Total Attachments: 6 source=Runway - Elevate - IPSA [Executed] (7.2023)#page1.tif source=Runway - Elevate - IPSA [Executed] (7.2023)#page2.tif source=Runway - Elevate - IPSA [Executed] (7.2023)#page3.tif source=Runway - Elevate - IPSA [Executed] (7.2023)#page4.tif source=Runway - Elevate - IPSA [Executed] (7.2023)#page5.tif source=Runway - Elevate - IPSA [Executed] (7.2023)#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 July 10, 2023, among **ELEVATE SERVICES, INC.**, a Delaware corporation (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **RUNWAY GROWTH FINANCE LLC**, 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 July 10, 2023 (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 California 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:

10250 Constellation Blvd.
Los Angeles, CA 90067
Attention: Chief Financial Officer
Email: Chris.Penka@elevateservices.com

GRANTORS:

ELEVATE SERVICES, INC.
By *Liam Brown*
Name: Liam Brown
Title: Chairman, CEO and Founder

Address of Agent:

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

AGENT:

RUNWAY GROWTH FINANCE LLC
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.

Address of Grantors:

10250 Constellation Blvd.
Los Angeles, CA 90067
Attention: Chief Financial Officer
Email: Chris.Penka@elevateservices.com

GRANTORS:

ELEVATE SERVICES, INC.

By _____
Name: Liam Brown
Title: Chairman, CEO and Founder

Address of Agent:

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

AGENT:

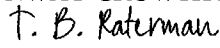
DocuSigned by:
RUNWAY GROWTH FINANCE LLC

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>
[NONE]			

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
[NONE]			

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Elevate Services, Inc.	ELEVATE	5,126,951	January 24, 2017
Elevate Services, Inc.	Elevate Logo	5,184,383	April 18, 2017
Elevate Services, Inc.	LexPredict	5,194,567	February 14, 2017
Elevate Services, Inc.	LexSemble	5,504,143	June 26, 2018
Elevate Services, Inc.	“ElevateFlex”	6,406,955	July 6, 2021
Elevate Services, Inc.	“ElevateNext”	90,856,052	July 29, 2021
Elevate Services, Inc.	Yerra Solutions Logo	4,558,032	July 1, 2014
Elevate Services, Inc.	“Yerra Solutions”	4,500,055	March 25, 2014