

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4494026

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|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| 1020 | 06/21/2017 |
| RECEIVING PARTY DATA | |
| Name: | RUNWAY GROWTH CREDIT FUND INC. (F/K/A GSV GROWTH CREDIT FUND INC.) |
| Street Address: | 2925 WOODSIDE ROAD |
| City: | WOODSIDE |
| State/Country: | CALIFORNIA |
| Postal Code: | 94062 |
| PROPERTY NUMBERS Total: 12 | |
| Property Type | Number |
| Patent Number: | 9390136 |
| Patent Number: | 9378507 |
| Patent Number: | 7942319 |
| Application Number: | 12108481 |
| Application Number: | 12108504 |
| Application Number: | 11743120 |
| Application Number: | 14290875 |
| Application Number: | 12339582 |
| Application Number: | 12339603 |
| Application Number: | 12367477 |
| Application Number: | 12413424 |
| Application Number: | 13364254 |
| CORRESPONDENCE DATA | |
| Fax Number: | (858)550-6420 |
| <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: | 858-550-6433 |
| Email: | jmfitzpatrick@cooley.com |
| Correspondent Name: | JENNIFER FITZPATRICK |
| Address Line 1: | C/O COOLEY LLP |

PATENT

Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 326420-103

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 07/07/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of June 21, 2017 by and between **GSV GROWTH CREDIT FUND INC.**, a Maryland corporation (“**Lender**”) and **1020**, a California corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor 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 Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Lender 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.

Grantor hereby authorizes Lender 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.

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. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1020

165 Page Street
San Francisco, CA 94012
Attn: Anne Bezancon, President
Email: anne@placecast.net

By: 
Title: Anne Bezancon
Name: President

LENDER:

Address of Lender:

GSV GROWTH CREDIT FUND INC.

2925 Woodside Road
Woodside, CA 94062
Attention: David Spreng
Email: dspreng@gsvgc.com

By: _____
Title: _____
Name: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1020

165 Page Street
San Francisco, CA 94012
Attn: Anne Bezancon, President
Email: anne@placecast.net

By: _____

Title: _____

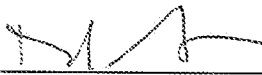
Name: _____

LENDER:

Address of Lender:

GSV GROWTH CREDIT FUND INC.

2925 Woodside Road
Woodside, CA 94062
Attention: David Spreng
Email: dspreng@gsvgc.com

By:  _____

Title: CEO

Name: David Spreng

EXHIBIT A

Copyrights

| Description | Registration Number | Registration Date |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

None.

EXHIBIT B

Patents

| Description | Patent / Application Number | Issue / Application Date |
|---|--|-------------------------------------|
| System and method of identifying relevance of electronics content to location or place | 9,390,136 | 07/12/2016 |
| System and method of disseminating electronic content utilizing geographic and time granularities | 9,378,507 | 06/28/2016 |
| Location information management | 7,942,319 | 05/17/2011 |
| Content Allocation | 12/108,481 | 04/23/2008 |
| Network pre-authentication | 12/108,504 | 04/23/2008 |
| Location-specific content communication system | 11/743,120 | 05/01/2007 |
| Commerce card system and method of using same | 14/290,875 | 05/29/2014 |
| Content selection using periodically changing information | 12/339,582 | 12/19/2008 |
| Content distribution prioritization using demand indices | 12/339,603 | 12/29/2008 |
| Dynamic generation, insertion or updating of electronic content based on determined location | 12/367,477 | 02/06/2009 |
| Unique referencing scheme identifier for location | 12/413,424 | 03/27/2009 |
| System and method for discounted sales transactions | 13/364,254 | 02/01/2012 |

EXHIBIT C

Trademarks

| Description | Registration/ Serial Number | Registration/ Application Date |
|--------------------------|--|---|
| PLACECASE | 4,635,651 | 11/11/2014 |
| PLACEAD | 4,555,257 | 06/24/2014 |
| SHOPALERTS | 3,908,655 | 01/18/2011 |
| GEOFENCER | 4,268,528 | 01/01/2013 |
| 1020 | 3,658,922 | 07/21/2009 |
| PLACEAD | 3,649,403 | 07/07/2009 |
| WE PUT AUDIENCE IN PLACE | 3,501,433 | 09/16/2008 |