

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5510932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ECHO 360 CONTINUING EDUCATION, LLC	05/03/2019
RECEIVING PARTY DATA	
Name:	RUNWAY GROWTH CREDIT FUND INC.
Street Address:	205 N MICHIGAN AVE.
Internal Address:	SUITE 4200
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8286070
Patent Number:	8918708
Patent Number:	9837077
Patent Number:	7689898
Patent Number:	6789228
CORRESPONDENCE DATA	
Fax Number:	(612)492-7077
<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:	612-492-7000
Email:	smunson@fredlaw.com
Correspondent Name:	MEGAN BOWMAN
Address Line 1:	200 SOUTH SIXTH STREET
Address Line 2:	SUITE 4000
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	077519.0003
NAME OF SUBMITTER:	MEGAN BOWMAN
SIGNATURE:	/Megan Bowman/
DATE SIGNED:	05/07/2019

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 May 3, 2019 by and between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation ("**Agent**") and **ECHO 360 CONTINUING EDUCATION, LLC**, a Virginia limited liability company ("**Grantor**").

RECITALS

A. Agent, Grantor and the other parties party thereto 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 Agent hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Agent a security interest in all of Grantor's right, title and interest in its Intellectual Property (the "**IP Collateral**"). 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 Agent 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.

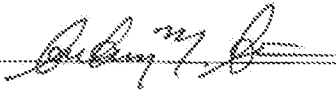
Upon payment in full of the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) and at such time as the Lenders' obligation to make Credit Extensions has terminated, Agent shall, at Grantor's sole cost and expense, release any security interest in the IP Collateral and all rights therein shall revert to Grantor.

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:

ECHO 360 CONTINUING EDUCATION, LLC

By: 

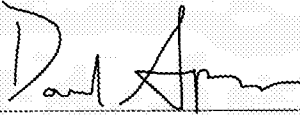
Title: CEO

Name: ANTHONY ABATE

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.

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: 

Name: David Spreng

Title: Chief Executive Officer

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
ENHANCED CAPTURE, MANAGEMENT AND DISTRIBUTION OF LIVE PRESENTATIONS	8,286,070	03-29-2010
ENHANCED CAPTURE, MANAGEMENT AND DISTRIBUTION OF LIVE PRESENTATIONS	8,918,708	08-28-2012
ENHANCED CAPTURE, MANAGEMENT AND DISTRIBUTION OF LIVE PRESENTATIONS	9,837,077	10-23-2014
ENHANCED CAPTURE, MANAGEMENT AND DISTRIBUTION OF LIVE PRESENTATIONS	7,689,898	10-13-2006
METHOD AND SYSTEM FOR THE STORAGE AND RETRIEVAL OF WEB-BASED EDUCATION MATERIALS	6,789,228	05-07-1998

EXHIBIT C

Trademarks

Mark	Application no. / Registration no.	Appl. Date / Registration Date	Country	Status
None.				