

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7930223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FISCALNOTE, INC.	10/19/2020
CQ-ROLL CALL, INC.	10/19/2020
CAPITOL ADVANTAGE LLC	10/19/2020
VOTERVOICE, L.L.C.	10/19/2020
SANDHILL STRATEGY LLC	10/19/2020
FISCALNOTE HOLDINGS, INC.	10/19/2020
FISCALNOTE HOLDINGS II, INC.	10/19/2020
RECEIVING PARTY DATA	
Name:	RUNWAY GROWTH CREDIT FUND INC., AS AGENT
Street Address:	205 N MICHIGAN AVE., SUITE 4200
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	11451497
Application Number:	17933838
Application Number:	17933837
Application Number:	17933836
CORRESPONDENCE DATA	
Fax Number:	(650)565-7100
<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:	6505657022
Email:	kceron@sidley.com
Correspondent Name:	KARLA CERON
Address Line 1:	1001 PAGE MILL ROAD, BUILDING 1
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	100107.30100

NAME OF SUBMITTER:	KARLA CERON
SIGNATURE:	/karla ceron/
DATE SIGNED:	05/01/2023
Total Attachments: 8 source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page1.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page2.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page3.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page4.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page5.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page6.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page7.tif source=04A Patent Security Agreement (FiscalNote) (updated 05.01.2023) - FiscalNote (10.19.2020)#page8.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 19th day of October, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **RUNWAY GROWTH CREDIT FUND INC.**, as administrative agent and collateral agent for the Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated October 19, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **FISCALNOTE, INC.**, a Delaware corporation ("Borrower Representative"), **CQ-ROLL CALL, INC.**, a Delaware corporation, **CAPITOL ADVANTAGE LLC**, a Virginia corporation, **VOTERVOICE, L.L.C.**, a Louisiana limited liability company, **SANDHILL STRATEGY LLC**, a District of Columbia limited liability company, and each other Person party hereto as a borrower from time to time (collectively, jointly and severally, "Borrowers", and each, a "Borrower"), **FISCALNOTE HOLDINGS, INC.**, a Delaware corporation ("Parent"), **FISCALNOTE HOLDINGS II, INC.**, a Delaware corporation (together with Parent and each other Person party thereto as a guarantor from time to time collectively, "Guarantors", and each, a "Guarantor"), the lenders from time to time party thereto (collectively, the "Lenders", and each, a "Lender"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Security Agreement, dated as of October 19, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FISCALNOTE, INC.

By [Signature]
Name: Timothy Hwang
Title: Chief Executive Officer

CQ-ROLL CALL, INC

By [Signature]
Name: Timothy Hwang
Title: Chief Executive Officer

CAPITOL ADVANTAGE LLC

By [Signature]
Name: Timothy Hwang
Title: Chief Executive Officer

VOTERVOICE, L.L.C.

By [Signature]
Name: Richard Kim
Title: Manager

SANDHILL STRATEGY LLC

By [Signature]
Name: Jon Slabaugh
Title: Manager

FISCALNOTE HOLDINGS, INC.

By [Signature]
Name: Timothy Hwang
Title: Chief Executive Officer

FISCALNOTE HOLDINGS II, INC.

By [Signature]
Name: Timothy Hwang
Title: Chief Executive Officer

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FISCALNOTE, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

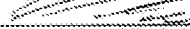
CQ-ROLL CALL, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

CAPITOL ADVANTAGE LLC

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

VOTERVOICE, L.L.C.

By  _____
Name: Richard Kim
Title: Manager

SANDHILL STRATEGY LLC

By _____
Name: Jon Slabaugh
Title: Manager

FISCALNOTE HOLDINGS, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

FISCALNOTE HOLDINGS II, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

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FISCALNOTE, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

CQ-ROLL CALL, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

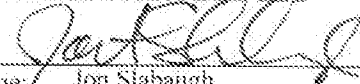
CAPITOL ADVANTAGE LLC

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

VOTERVOICE, L.L.C.

By _____
Name: Richard Kim
Title: Manager

SANDHILL STRATEGY LLC

By  _____
Name: Jon Slabaugh
Title: Manager

FISCALNOTE HOLDINGS, INC.

By _____
Name: Timothy Hwang
Title: Chief Executive Officer

FISCALNOTE HOLDINGS II, INC.

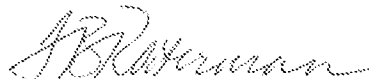
By _____
Name: Timothy Hwang
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

RUNWAY GROWTH CREDIT FUND INC.,
a Maryland corporation

By: 
Name: Thomas B. Raterman
Title: CFO

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

<u>Grantor</u>	<u>Serial/Patent No.</u>	<u>Title</u>	<u>Status</u>	<u>Filing Date</u>	<u>Issue Date</u>
FiscalNote, Inc.	US15494310	Systems and Methods for Predicting Policymaker Behavior Based on Unrelated Historical Data.	Pending	4/21/17	N/A
FiscalNote, Inc.	US15494371	Systems and Methods for Correlating Comments and Sentiment to Policy Document Sub-sections.	Allowed	4/21/17	Pending
FiscalNote, Inc.	US10672092	Systems and Methods for Mapping to Milestones in a Policymaking Process.	Issued	4/21/17	6/2/20
FiscalNote, Inc.	US15494346	Systems and Methods for Providing a Virtual Whipboard.	Allowed	4/21/17	Pending
FiscalNote, Inc.	US10181167	Systems and Methods for Altering Issue Outcomes.	Issued	4/21/17	1/15/19
FiscalNote, Inc.	US15494390	Systems and Methods for Predicting Future Event Outcomes Based on Data Analysis.	Pending	4/21/17	N/A
FiscalNote, Inc.	US15494377	Systems and Methods for Predicting Policy Adoption.	Pending	4/21/17	N/A
FiscalNote, Inc.	US16221410	Systems and Methods for Determining the Impact of Issue Outcomes.	Pending	12/14/18	N/A
FiscalNote, Inc.	US16799744	Systems and Methods for Analyzing Policymaker Influence.	Pending	2/24/20	N/A
FiscalNote, Inc.	US17/098,723	Systems and Methods for Targeting Policymaker Communication	Allowed	11/16/20	Pending
FiscalNote, Inc.	US17/113,393	Systems and Methods for Determining the Impact of Issue Outcomes (2)	Pending	12/7/20	N/A
FiscalNote, Inc.	US63/109,852	Use of Machine Learning Models in Creating Messages for Advocacy Campaigns	Pending	11/4/20	N/A
FiscalNote, Inc.	17/453,647	Use of Machine Learning Models in Creating Messages for Advocacy Campaigns	Allowed (2/24/22)	11/4/21	TBD
FiscalNote, Inc.	17/566,431	Analyzing Policymaker and Organizational Interconnectedness	Pending	12/30/21	N/A
FiscalNote, Inc.	17/566,453	Analyzing Organizational Influence	Pending	12/30/21	N/A
FiscalNote, Inc.	17/566,457	Identifying Stakeholder Issue Relevance	Pending	12/30/21	N/A
FiscalNote, Inc.	11,451,497	Use of Machine Learning Models in Creating Messages for Advocacy Campaigns	Issued	2/28/22	4/26/22
FiscalNote, Inc.	17/933,838	Advocacy Strategy Concepts	Pending	9/20/22	N/A
FiscalNote, Inc.	17/933,837	Use of Machine Learning Models	Pending	9/20/22	N/A

		in Creating Messages for Advocacy Campaigns			
FiscalNote, Inc.	17/933,836	Use of Machine Learning Models in Creating Messages for Advocacy Campaigns	Allowed	9/20/22	TBD (Allowed 3/1/2023)

Patent Licenses

None.