

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI715718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
Brivo Systems LLC	10/20/2022

**RECEIVING PARTY DATA**

<b>Company Name:</b>	Runway Growth Finance Corp.
<b>Street Address:</b>	Attn: Legal Reporting
<b>Internal Address:</b>	205 N. Michigan Ave., Suite 4200
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	8881252
Patent Number:	8990889
Patent Number:	11222494
Application Number:	10403063
Application Number:	10235821
Application Number:	10366551
Patent Number:	9652913
Patent Number:	9747735
Patent Number:	6344792
Patent Number:	6404337
Patent Number:	D445234
Application Number:	11777996
Application Number:	17952245
Application Number:	17952243
Application Number:	17952241
Application Number:	29121595
Application Number:	29121596
Patent Number:	6344796
Application Number:	14519218

PATENT

Property Type	Number
Application Number:	14211494
Application Number:	16442629
Application Number:	17013656
Application Number:	15392240
Application Number:	14841711
Application Number:	15582710
Application Number:	15830219

**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:** (714)371-2517

**Email:** etu@manatt.com,bkestner@manatt.com

**Correspondent Name:** Troy Zander

**Address Line 1:** 695 Town Center Drive, 14th Floor, Costa Mesa, CA, 90067

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 71627-035

**NAME OF SUBMITTER:** Ethan Tu

**SIGNATURE:** Ethan Tu

**DATE SIGNED:** 12/23/2024

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 6**

source=04. Runway - Brivo - IPSA Borrower (10.2022) AR 2024#page1.tiff

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## 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 October 20, 2022, by **BRIVO SYSTEMS LLC, A DELAWARE LIMITED LIABILITY COMPANY** (“**Borrower Representative**” or “**Grantor**”) and **RUNWAY GROWTH FINANCE CORP.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

### Recitals

A. Grantor, 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 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 each Grantor’s Intellectual Property.

C. Grantor’s 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, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent 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.

2. 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 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 New York 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.


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[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.

GRANTOR:

BRIVO SYSTEMS LLC

DocuSigned By:  


By: \_\_\_\_\_  
C25459CDB05A4E7...

Name: Steve Van Till

Title: Chief Executive Officer

AGENT:

RUNWAY GROWTH FINANCE CORP.

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.

GRANTOR:

BRIVO SYSTEMS LLC

By: \_\_\_\_\_  
Name: Steve Van Till  
Title: Chief Executive Officer

AGENT:

RUNWAY GROWTH FINANCE CORP.

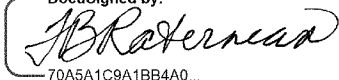
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Thomas Raterman  
Title: Chief Financial Officer

EXHIBIT A  
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Brivo Systems, LLC	Brivo Website	TX0008462675	9/1/2017

## EXHIBIT B

## PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Brivo Systems LLC	System and Method for Physical Access Control	20150040205	2/5/2015
Brivo Systems LLC	System and Method for Physical Access Control	20140282993	9/18/2014
Brivo Systems LLC	System and method for physical access control	8881252	11/4/2014
Brivo Systems LLC	System and method for physical access control	8990889	3/24/2015
Brivo Systems LLC	Indexing a video surveillance stream to match an access control credential or token with best facial image detected at a security portal method of operation and system	11222494	1/11/2022
Brivo Systems LLC	Indexing a video surveillance stream to match an access control credential or token with best facial image detected at a security portal method of operation and system	20200394855	12/17/2020
Brivo Systems LLC	Methods of Cautioning and Alerting within Umbras, and Penumbras of Physical Access Control Systems	20200410832	12/31/2020
Brivo Systems LLC	Geo-location estimate (GLE) sensitive physical access control methods of operation	10403063	9/3/2019
Brivo Systems LLC	Geo-Location Estimate (GLE) Sensitive Physical Access Control Methods of Operation	20170109954	4/20/2017
Brivo Systems LLC	Virtual door knocker apparatus, system, and method of operation	10235821	3/19/2019
Brivo Systems LLC	Analytic identity measures for physical access control methods	10366551	7/30/2019
Brivo Systems LLC	Geo-Location Estimate (GLE) Sensitive Physical Access Control Apparatus, System, and Method of Operation	20160358391	12/8/2016
Brivo Systems LLC	Pattern Analytics and Physical Access Control System Method of Operation	20170236347	8/17/2017
Brivo Systems LLC	Analytic Identity Measures for Physical Access Control Methods	20180089916	3/29/2018
Brivo Systems LLC	Geo-location estimate (GLE) sensitive physical access control apparatus, system, and method of operation	9652913	5/16/2017
Brivo Systems LLC	Pattern analytics and physical access control system method of operation	9747735	8/29/2017
Brivo Systems LLC	Unattended package delivery cross-docking apparatus and method	6344792	2/5/2002
Brivo Systems LLC	System and method for providing access to an unattended storage	6404337	6/11/2002
Brivo Systems LLC	Storage device for unattended, package pick up and delivery	D445234	6/17/2001
Brivo Systems LLC	Distributed one-time-use entry code generation for physical access control method of operation and mobile systems	11777996	10/3/2023
Brivo Systems LLC	Distributed one-time-use entry code generation for physical access control method of operation and mobile systems	17952245	9/24/2022
Brivo Systems LLC	Distributed one-time-use entry code generation for physical access control method of operation and mobile systems	17952243	9/24/2022
Brivo Systems LLC	Distributed one-time-use entry code generation for physical access control method of operation and mobile systems	17952241	9/24/2022
Brivo Systems LLC	Control panel	29121595	7/23/2002
Brivo Systems LLC	Control panel	29121596	7/16/2002
Brivo Systems LLC	Unattended package delivery cross-docking apparatus and method	6344796	2/5/2002

EXHIBIT C  
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION / APPLICATION DATE
Brivo Systems LLC	Brivo Access	90348280	5/24/2022
Brivo Systems LLC	Brivo Mobile Pass	86781378	6/28/2016
Brivo Systems LLC	BRIVO ONAIR	86061468	9/23/2014
Brivo Systems LLC	BRIVO	76237265	4/9/2002
Brivo Systems LLC	BRIVO	76237266	2/19/2002
Brivo Systems LLC	BRIVO	76237264	1/15/2002
Brivo Systems LLC	Fluid Access	88895065	12/15/2020
Brivo Systems LLC	©	77041423	5/20/2008
Brivo Systems LLC	ACS ONSITE	77041319	7/15/2008
Brivo Systems LLC	ACS5000	77041303	3/11/2008