

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
New River Innovation, Inc.		07/16/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Robert Alan Neely		
Street Address:	5811 Billet Road		
City:	Oak Ridge		
State/Country:	NORTH CAROLINA		
Postal Code:	27310		
Entity Type:	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	4112984	BEYOND415	
Registration Number:	3951958	EASYIRS	
Registration Number:	3951957	EASYIRS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	9197814865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198214000		
Email:	sray@wyrick.com		
Correspondent Name:	Seth Ray		
Address Line 1:	4101 Lake Boone Trail Suite 300		
Address Line 2:	c/o Wyrick Robbins Yates and Ponton LLP		
Address Line 4:	Raleigh, NORTH CAROLINA 27609		
ATTORNEY DOCKET NUMBER:	22863.12		
NAME OF SUBMITTER:	Seth M. Ray		

OP \$90.00 4112984

Signature:	/smr/
Date:	10/10/2013
Total Attachments: 5 source=IP Security Agreement dated 07-16-13#page1.tif source=IP Security Agreement dated 07-16-13#page2.tif source=IP Security Agreement dated 07-16-13#page3.tif source=IP Security Agreement dated 07-16-13#page4.tif source=IP Security Agreement dated 07-16-13#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*"), dated as of July 16, 2013, is hereby entered into by and between New River Innovation, Inc., a Delaware corporation (the "*Borrower*"), and Robert Alan Neely (the "*Lender*").

### RECITALS:

WHEREAS, the Lender will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by Convertible Secured Promissory Notes (the "*Notes*") issued on or after the date hereof pursuant to the Purchase Agreement between the Lender, the Borrower and the other purchasers party thereto, but only if Borrower grants the Lender a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lender (the "*Collateral*"), executed in connection with the Loan and dated as of the date hereof (the "*Security Agreement*"); and

WHEREAS, Borrower has granted the Lender a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "*Secured Obligations*"); provided, however, that "*Secured Obligations*" shall not include any obligations of Borrower to the Lender in its capacity, as a holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lender a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "*Intellectual Property*" shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lender hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and the Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lender's rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lender's rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lender's exercise of its rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment; Waiver. This Agreement may be amended only in a writing signed by both Borrower and the Lender. No delay or failure on the part of the Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lender unless made in writing and signed by the Lender, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

**BORROWER:**

NEW RIVER INNOVATION, INC.

By: 

Name: James L. Butterow

Title: VP of Product Development

**LENDER:**

  
Robert Alan Neely

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**

**Trademarks and Service Marks:**

<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BEYOND415	Registered	4112984	3/13/2012 (Registration)
EASYIRS	Registered	3951958	4/26/2011 (Registration)
EASYIRS	Registered	3951957	4/26/2011 (Registration)

**Patents:**

<b><u>Title</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Filing Date</u></b>
Tax Survey System and Related Methods	61/265,578	12/1/2009
Systems and Methods for Generating Outputs in Response To Examination of Tax Records	61/364,239	7/14/2010;
Systems and Methods For Automating Business Services	11/894,516	8/21/2007; assigned to NRI 10/25/2010