

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIVERON CONSULTING, LLC		11/06/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PINEBRIDGE STRUCTURED CAPITAL PARTNERS III, L.P., AS ADMINISTRATIVE AGENT		
Street Address:	399 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87839622	PREPARE FOR CHANGE	
Serial Number:	87931623	RIVERON	
Serial Number:	87931627	RIVERON	
Serial Number:	87931634	RIVERON	
Serial Number:	87931636	R	
Serial Number:	87932272	R	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11816 / 014		
NAME OF SUBMITTER:	Christine Slattery		

CH \$165.00 87839622

SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/06/2018
Total Attachments: 9 source=PineBridgeRiveron Intellectual Property Security Agreement#page1.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page2.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page3.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page4.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page5.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page6.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page7.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page8.tif source=PineBridgeRiveron Intellectual Property Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of November 6, 2018, is made by RIVERON CONSULTING, LLC, a Texas limited liability company (“*Grantor*”), in favor of PINEBRIDGE STRUCTURED CAPITAL PARTNERS III, L.P., a Delaware limited partnership, as Administrative Agent for the Purchasers (as defined below) (in such capacity, and together with its successors and assigns in such capacity, “*Administrative Agent*”) for the benefit of the Secured Parties (as defined in the Note Purchase Agreement defined below).

RECITALS:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of June 30, 2016, by and among Grantor, ALTEGRITY PARTNERS LP, a Texas limited partnership (“*Altegrity*”) and ALTEGRITY MANAGEMENT LLC, a Texas limited liability company (“*Management*”), RIVERON HOLDINGS, LP, a Texas limited partnership (“*Holdings*” and together with Grantor, Altegrity and Management, collectively, jointly and severally, the “*Issuers*” and each individually, an “*Issuer*”), the other Obligated Parties from time to time party thereto, the Purchasers from time to time party thereto and Administrative Agent (including all annexes, exhibits and schedules thereto, and as amended by that certain First Amendment and Consent to Note Purchase Agreement, dated as of October 13, 2017, that certain Second Amendment, Limited Consent, and Limited Waiver to Note Purchase Agreement, dated as of November 6, 2018, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”), the Secured Parties have agreed to purchase Notes from the Issuers; and

WHEREAS, Grantor, the other Issuers, NORTH RIVERON, LLC, a Texas limited liability company (“*North Riveron*”), and RIVERON ADVISORS, LLC, a Delaware limited liability company (“*Riveron Advisors*”) (Grantor, along with the other Issuers, North Riveron and Riveron Advisors, collectively referred to as “*Grantors*”) are party to that certain Security Agreement, dated as of June 30, 2016, in favor of Administrative Agent, for the benefit of the Secured Parties (including all annexes, exhibits or schedules thereto, and as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver this Agreement to Administrative Agent, for the benefit of the Secured Parties.

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, Grantor hereby agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Note Purchase Agreement, and if not defined therein, in the Security Agreement. All other undefined terms contained in this Agreement, unless the

context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor in accordance with the terms of the Note Purchase Agreement, a continuing 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 "***Intellectual Property Collateral***"):

- (a) all of Grantor's Patents, Patent applications, and Patent Licenses to which it is a party, including, without limitation, those referred to in Part A to ***Schedule I*** attached hereto;
- (b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to in Part B to ***Schedule I*** attached hereto;
- (c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to in Part C to ***Schedule I*** attached hereto;
- (d) all goodwill, renewals, royalties, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Parties, 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 Agreement is granted in conjunction with the Security Interest granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent, for the benefit of the Secured Parties, with respect to the Security Interest in the Intellectual Property 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 Agreement and the Security Agreement, the Security Agreement shall control.

5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a Security Interest hereunder.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.


7. Governing Law. THIS AGREEMENT AND ANY AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8. Incorporation by Reference. The terms and provisions of *Sections 12.5* ("Purchasers Not Fiduciaries"), *12.7* ("No Waiver; Cumulative Remedies"), *12.8* ("Successors and Assigns"), *12.10* ("Amendment"), *12.11* ("Notices"), *12.12(b)-(d)* ("Venue; Service of Process"), *12.14* ("Severability") and *12.18* ("**WAIVER OF JURY TRIAL**") of the Note Purchase Agreement are hereby incorporated herein by reference, and shall apply to this Agreement, *mutatis mutandis*, as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first set forth above.

RIVERON CONSULTING, LLC, as a Grantor

By: 
Name: Landon Smith
Title: Manager

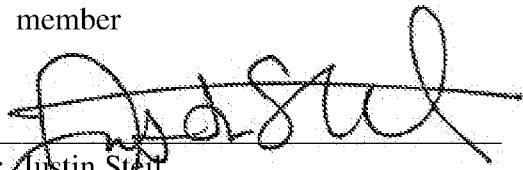
ACCEPTED AND ACKNOWLEDGED:

**PINEBRIDGE STRUCTURED CAPITAL
PARTNERS III, L.P.**, as Administrative Agent

By: PineBridge Structured Capital General
Partner III, L.P., its general partner

By: PineBridge Structured Capital General
Partner III, LLC, its general partner

By: PineBridge Investments LLC, its sole
member

By: 
Name: Justin Steil
Title: Managing Director

SCHEDULE I

to





INTELLECTUAL PROPERTY SECURITY AGREEMENT

[See attached]

PART A
PATENTS

None.

PART B
TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>
Riveron Consulting, LLC	PREPARE FOR CHANGE	87839622	USA	3.19.2018
Riveron Consulting, LLC		87931623	USA	5.22.2018
Riveron Consulting, LLC		87931627	USA	5.22.2018
Riveron Consulting, LLC	RIVERON	87931634	USA	5.22.2018
Riveron Consulting, LLC		87931636	USA	5.22.2018
Riveron Consulting, LLC		87932272	USA	5.22.2018

PART C
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None.