

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Binary Fountain, Inc.		10/11/2019	Corporation:
BF Rio Holdings, Inc.		10/11/2019	Corporation:
Riosoft Holdings, Inc.		10/11/2019	Corporation:

RECEIVING PARTY DATA

Name:	Escalate Capital Partners SBIC III, LP
Street Address:	6011 West Courtyard Drive
Internal Address:	Building 5, Suite 5
City:	Austin
State/Country:	TEXAS
Postal Code:	78730
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	88433835	PX SCORE
Serial Number:	88433830	PATIENT EXPERIENCE SCORE
Serial Number:	88433852	FOUNTAIN ANALYTICS
Serial Number:	88433846	FOUNTAIN ANALYTICS
Serial Number:	88433815	P
Registration Number:	4698814	BINARY FOUNTAIN
Registration Number:	4924561	PROVIDER SOCIAL INDEX
Registration Number:	5001730	PSI
Registration Number:	5038823	SOCIAL COMPASS
Registration Number:	5446940	BINARY HEALTH ANALYTICS
Registration Number:	5446941	BINARY STAR RATINGS
Serial Number:	88387944	DRIVING SEARCH TO SALES
Registration Number:	5419234	RIOLOCAL
Registration Number:	4476264	RIO SEO
Serial Number:	86767767	SEARCH TO SALES
Registration Number:	5781926	SEARCH TO SALE

OP \$440.00 88433835

Property Type	Number	Word Mark
Serial Number:	88387891	DRIVING SEARCH TO SALES

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.

Email: lvincent@mcguirewoods.com

Correspondent Name: Liam vincent

Address Line 1: 1750 tysons blvd

Address Line 2: #1800

Address Line 4: tysons, VIRGINIA 22102

NAME OF SUBMITTER:	LIAM VINCENT
SIGNATURE:	/Liam Vincent/
DATE SIGNED:	10/17/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 11, 2019 by and among BINARY FOUNTAIN, INC., a Delaware corporation ("*Binary Fountain*"), BF RIO HOLDINGS, INC., a Delaware corporation ("*BF Rio*"), and RIOSOFT HOLDINGS, INC. a Delaware corporation ("*RioSoft*", together with Binary Fountain and BF Rio, jointly and severally, each a "*Borrower*" and collectively, the "*Borrowers*"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("*Lender*").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "*Intellectual Property Collateral*"). Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

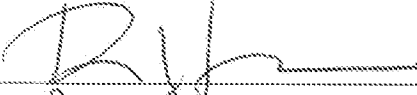
[Signature pages follow]

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.

Addresses of Borrowers:

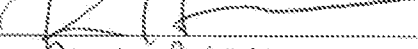
1660 International Drive, Suite 225
McLean, VA 22102

BINARY FOUNTAIN, INC.,
a Delaware corporation

By: 
Name: RAMU POTARAZU
Title: President & CEO

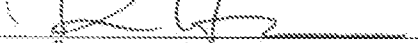
1660 International Drive, Suite 225
McLean, VA 22102

BF RIO HOLDINGS, INC.,
a Delaware corporation

By: 
Name: RAMU POTARAZU
Title: President & CEO

8080 Dagget Street, Suite 220
San Diego, CA 92111

RIOSoft HOLDINGS, INC.,
a Delaware corporation

By: 
Name: RAMU POTARAZU
Title: President & CEO

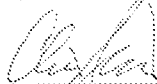
Address of Lender:

6011 West Courtyard Drive
Building 5, Suite 405
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 

Name: Chris Julich

Title: Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BINARY FOUNTAIN, INC.)
Signature Page

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SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
System and method for measuring the effectiveness of an on-line advertisement campaign	8,838,560	September 16, 2014
Centralized web-based software solutions for search engine optimization	7,877,392	January 25, 2011
System and method for optimizing paid search advertising campaigns based on natural search traffic	8,396,742	March 12, 2013
Centralized web-based software solution for search engine optimization	8,473,495	June 25, 2013
System and method for optimizing paid search advertising campaigns based on natural search traffic	8,706,548	April 22, 2014
Tracking implicit trajectory of content sharing	8,700,618	April 15, 2014

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PX Score	88/433,835	August 3, 2019
Patient Experience Score	88/433,830	August 3, 2019
Fountain Analytics Font/Style	88/433,852	August 3, 2019
Fountain Analytics	88/433,846	August 3, 2019
PX Score Logo	88/433,815	August 3, 2019
Binary Fountain	4,698,814	March 10, 2015
Provider Social Index	4,924,561	March 22, 2016
PSI	5,001,730	July 19, 2016
Social Compass	5,038,823	March 2, 2016
Binary Health Analytics	5,446,940	April 17, 2018
Binary Star Ratings	5,446,941	April 17, 2018
DRIVING SEARCH TO SALES (Service mark)	88/387944	April 16, 2019
RioLocal	5,419,234	March 6, 2018
rio seo	4,476,264	January 28, 2014
SEARCH TO SALES	86/767767	September 24, 2015
SEARCH TO SALE	5,781,926	June 18, 2019
DRIVING SEARCH TO SALES (Trademark)	88/387891	April 16, 2019
RIO SEO & Design	4,476,264	January 28, 2014