

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BF RIO HOLDINGS INC.		12/23/2019	Corporation: DELAWARE
Binary Fountain, Inc.		12/23/2019	Corporation: DELAWARE
Riosoft Holdings, Inc.		12/23/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	2700 W. Sahara Avenue
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89102
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 18

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
Serial Number:	86767767	SEARCH TO SALES
Registration Number:	5781926	SEARCH TO SALE
Serial Number:	88387891	DRIVING SEARCH TO SALES
Registration Number:	4476264	RIO SEO

OP \$465.00 88433835

Property Type	Number	Word Mark
Serial Number:	86767838	SEARCH INTO SALES

CORRESPONDENCE DATA

Fax Number: 6142803548

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: 8007130755

Email: erin.roberson@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	01/03/2020

Total Attachments: 9

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ITEM 2 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Binary Fountain, Inc.	Delaware	Corporation	USA-Delaware
Riosoft Holdings, Inc.	Delaware	Corporation	USA-Delaware

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank"), BF Rio Holdings, Inc., a Delaware corporation ("BF Rio"), Binary Fountain, Inc., a Delaware corporation ("Binary"), and RioSoft Holdings, Inc., a Delaware corporation ("Riosoft" and, together with BF Rio and Binary, each a "Grantor" and, collectively, "Grantors" as the context requires) is made with reference to the Amended and Restated Loan and Security Agreement, dated on or about the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantors. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby covenant and agree as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

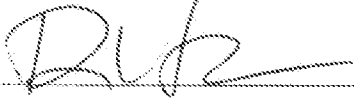
This agreement is an amendment and restatement of that certain Intellectual Property Security Agreement, dated as of November 13, 2018, by Grantors in favor of Bank (as amended, the “**Existing Intellectual Property Security Agreement**”). Grantors hereby acknowledge, confirm and agree that the Existing Intellectual Property Security Agreement is in full force and effect on the date hereof and that the obligations of Lender thereunder are valid, binding and enforceable against Grantors in accordance with the terms thereof. As between Lender, on the one hand, and Grantors, on the other hand, the terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:


BF RIO HOLDINGS INC., a Delaware corporation

By: 

Name: Ramu Potarazu

Title: Chief Executive Officer and President

BINARY FOUNTAIN, INC., a Delaware corporation

By: 

Name: Ramu Potarazu

Title: Chief Executive Officer and President

RIOSOFT HOLDINGS, INC., a Delaware corporation

By: 

Name: Ramu Potarazu

Title: Chief Executive Officer and President

Address for Notices to Grantor:
1660 International Drive, Suite 225
McLean, VA 22102
Attn: Jorge Forgues, CFO
Email: jforgues@binaryfountain.com

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices to Bank:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BF RIO HOLDINGS INC., a Delaware corporation

By: _____

Name: _____

Title: _____

BINARY FOUNTAIN, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

RIOSOF HOLDINGS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices to Grantor:

1660 International Drive, Suite 225

McLean, VA 22102

Attn: Jorge Forgues, CFO

Email: jforgues@binaryfountain.com

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices to Bank:

Attn: 55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681



Darren Gastrack

Director

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Registration/Application Number:</u>	<u>Filing 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
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
Search into Sales	86767838	September 24, 2015

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
System and method for measuring the effectiveness of an online advertisement campaign	8,838,560	11/689,414	Issued	September 16, 2014
Centralized web-based software solutions for search engine optimization	7,877,392	11/689,406	Issued	January 25, 2011
System and method for optimizing paid search advertising campaigns based on natural search traffic	8,396,742	12/329,391	Issued	March 12, 2013
Centralized web-based software solution for search engine optimization	8,473,495	12/970,781	Issued	June 25, 2013
System and method for optimizing paid search advertising campaigns based on natural search traffic	8,706,548	13/836,870	Issued	April 22, 2014
Tracking implicit trajectory of content sharing	8,700,618	12/464,703	Issued	April 15, 2014
Centralized web-based software solution for search engine optimization	8,943,039	13/668,133	Issued	January 27, 2015
Centralized web-based software solution for search engine optimization	8,972,379	13/668,131	Issued	March 3, 2015