

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property at RF 6830/0283

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		01/20/2021	Bank: ARIZONA

## RECEIVING PARTY DATA

<b>Name:</b>	BF Rio Holdings, Inc.
<b>Street Address:</b>	1660 International Drive
<b>Internal Address:</b>	Suite 225
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Riosoft Holdings, Inc.
<b>Street Address:</b>	9255 Towne Centre Drive
<b>Internal Address:</b>	Suite 750
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Binary Fountain, Inc.
<b>Street Address:</b>	8200 Greensboro Drive
<b>Internal Address:</b>	Suite 402
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	4698814	BINARY FOUNTAIN
<b>Registration Number:</b>	4924561	PROVIDER SOCIAL INDEX
<b>Registration Number:</b>	5001730	PSI
<b>Registration Number:</b>	5038823	SOCIAL COMPASS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5446940	BINARY HEALTH ANALYTICS
Registration Number:	5446941	BINARY STAR RATINGS
Registration Number:	5419234	RIOLOCAL
Registration Number:	5781926	SEARCH TO SALE
Registration Number:	4476264	RIO SEO
Serial Number:	88433835	PX SCORE
Serial Number:	88433830	P PATIENT EXPERIENCE SCORE
Serial Number:	88433852	FOUNTAIN ANALYTICS
Serial Number:	88433846	FOUNTAIN ANALYTICS
Serial Number:	88433815	P
Serial Number:	88387944	DRIVING SEARCH TO SALES
Serial Number:	86767767	SEARCH TO SALES
Serial Number:	88387891	DRIVING SEARCH TO SALES
Serial Number:	86767838	SEARCH INTO SALES

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864  
*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:** 2129061209  
**Email:** JESSICA.BAJADA-SILVA@LW.COM  
**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA  
**Address Line 1:** 885 Third Avenue  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	065472-0002
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	01/20/2021

**Total Attachments: 6**

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- source=(WAB) Termination and Release of Dec 2019 Security Interest in Intellectual Property [Executed]\_120789709\_1\_0#page2.tif
- source=(WAB) Termination and Release of Dec 2019 Security Interest in Intellectual Property [Executed]\_120789709\_1\_0#page3.tif
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of January 20, 2021 (“Release”), is made by **WESTERN ALLIANCE BANK**, an Arizona corporation (“Bank”), in favor of **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 “Grantor” and collectively, the “Grantors”) with Binary Fountain and BF Rio having a principal place of business located at 1660 International Drive, Suite 225, McLean, VA 22102 and RioSoft having a principal place of business located at 8080 Dagget Street, Suite 220, San Diego, CA 92111. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the IP Security Agreement, whether directly or by reference.

**WHEREAS**, pursuant to (i) that certain Amended and Restated Loan and Security Agreement dated on or about December 23, 2019 (as may have been amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) by and between Bank and Grantors and (ii) that certain Amended and Restated Intellectual Property Security Agreement dated as of December 23, 2019 (the “IP Security Agreement”), by and between Bank and Grantors, each Grantor granted to Bank a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in any of the following, whether then existing or thereafter acquired and created: (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, then or thereafter existing, created, acquired or held (collectively, the “Copyrights”), including the Copyrights described in Exhibit A; (b) trademark and service mark 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 (G) 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 (collectively, the “Intellectual Property Collateral”);

**WHEREAS**, the IP Agreement was recorded with the Office of the Commissioner of Trademarks at the USPTO at Reel 6830 Frame 0283 on January 3, 2020;

**WHEREAS**, the IP Agreement was recorded with the Office of the Commissioner of Patents at the USPTO at Reel 051462 Frame 0420 on January 3, 2020 and

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Bank has agreed to release the Security Interest in the Intellectual Property Collateral.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Bank hereby terminates the IP Security Agreement and hereby cancels, discharges, and releases the Security Interest in the Intellectual Property Collateral.

Each Grantor (and any person or entity hereafter holding any right, title or interest in the Intellectual Property Collateral of such Grantor) is hereby authorized to record this Release with respect to the Intellectual Property Collateral of such Grantor, at Grantor's or such person's or entity's expense.

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**IN WITNESS WHEREOF**, Bank has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

**WESTERN ALLIANCE BANK**

By: *Brendan P. Carr*  
Name: Brendan P Carr  
Title: VP - Tech Finance

**SCHEDULE A**  
**COPYRIGHTS**

None.

**SCHEDULE B**  
**PATENTS**

<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

Bank's security interest recorded at the US Patent and Trademark Office on January 3, 2020 at Reel 051462 Frame 0420.

**SCHEDULE C  
TRADEMARKS**

<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

Bank's security interest recorded at the US Patent and Trademark Office on January 3, 2020 at Reel 6830 Frame 0283.