

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672026

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900631266		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BBN Holdings, Inc.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlantic Capital Bank, N.A.		
Street Address:	945 East Paces Ferry Rd., N.E., Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77311189	ENERGYCAST	
Serial Number:	77085036	WSI MARKETFIRST	
CORRESPONDENCE DATA			
Fax Number:	7704266155		
<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:	7704221776		
Email:	gkleeman@gdcrlaw.com		
Correspondent Name:	C. George Kleeman, IV		
Address Line 1:	49 Atlanta St.		
Address Line 4:	Marietta, GEORGIA 30060		
NAME OF SUBMITTER:	C. George Kleeman, IV		
SIGNATURE:	/C. George Kleeman, IV/		
DATE SIGNED:	09/02/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of June 30, 2021, is made by RIO PALOMA HOLDINGS II, LLC a Delaware limited liability company and BBN HOLDINGS, INC., a Delaware corporation (each, a "**Grantor**" and, collectively, the "**Grantors**"), in favor of ATLANTIC CAPITAL BANK, N.A., a national banking association (the "**Lender**").

WHEREAS, Grantors have entered into a Senior Credit Facility Agreement dated as of the date hereof (the "**Loan Agreement**"), with the Lender.

WHEREAS, Grantors and Lender are parties to that certain Security and Pledge Agreement dated as of the date hereof (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Grantors have granted to Lender a security interest in, among other property, certain intellectual property of Grantors, and the Grantors have agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agrees with Lender as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of the Grantors in, to and under the following, wherever located, and whether now owned or hereafter acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, IP Collateral shall not include (i) any intent to use trademark filings and (ii) any license or other agreement that does not permit any assignment of such license or agreement or the property covered therein, other than to the extent that any prohibition on assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any other Section) of Article 9 of the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Georgia or in such other jurisdiction as may govern the attachment, perfection or priority of Lender's security interest in any IP Collateral due to mandatory provisions of law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

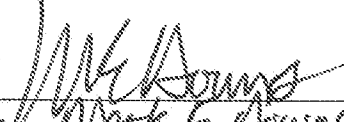
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

RIO PALOMA HOLDINGS II, LLC,
a Delaware limited liability company

By: 
Name: Mark E. Downs
Title: Chairman

BBN HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Mark E. Downs
Title: Chairman

LENDER:

ATLANTIC CAPITAL BANK, N.A.,
a national banking association

By: _____
Name: Brian Whelan
Title: Senior Vice-President

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

RIO PALOMA HOLDINGS II, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

BBN HOLDINGS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

LENDER:

ATLANTIC CAPITAL BANK, N.A.,
a national banking association

By:  _____

Name: Brian Whelan

Title: Senior Vice-President

Schedule 1

US Issued Patents

NONE

Pending US Patent Applications

NONE

Schedule 2

US Trademarks

Mark	Country	Status	Serial/Reg. No.	Filing/Reg. Date
Atmospheric G2	USA	Pending	90765299	06/09/2021
Energycast	USA	Active	77311189	10/23/2007
WSI Marketfirst	USA	Active	77085036	01/17/2007
Energy Trader	USA	Common Law Trademark		
WSI Trader	USA	Common Law Trademark		
WSI Energy Trader	USA	Common Law Trademark		

Schedule 3

US Copyrights

Copyright	Description
Energy Trader Web 2.0.6	Web based code to deploy WSI Trader.
Energy Trader Android	Mobile app based on WSI Trader code base.
Energy Trader iOS	Mobile app based on WSI Trader code base.

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