

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783855

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BURSTIQ, INC.		11/14/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEXAS CAPITAL BANK		
<b>Street Address:</b>	2000 McKinney Avenue		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88857763	RESEARCH FOUNDRY	
<b>Serial Number:</b>	97336079	LEARNIQ	
<b>Serial Number:</b>	97595044	POWERED BY LIFEGRAPH	
<b>Registration Number:</b>	5445358	HEALTHWALLET	
<b>Registration Number:</b>	5491117	BIQ	
<b>Registration Number:</b>	5496439	BURSTIQ	
<b>Registration Number:</b>	5575093	BURSTIQ	
<b>Registration Number:</b>	5579546	B I Q	
<b>Registration Number:</b>	5625471	LIFEGRAPH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2149994283		
<b>Email:</b>	ttran@foley.com		
<b>Correspondent Name:</b>	TUAN TRAN/ FOLEY & LARDNER LLP		
<b>Address Line 1:</b>	2021 McKinney Avenue		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		

OP \$240.00 88857763

<b>ATTORNEY DOCKET NUMBER:</b>	134341-0102
<b>NAME OF SUBMITTER:</b>	TUAN TRAN
<b>SIGNATURE:</b>	/TUAN TRAN/
<b>DATE SIGNED:</b>	02/01/2023

**Total Attachments: 9**

source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page1.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page2.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page3.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page4.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page5.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page6.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page7.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page8.tif  
source=A.2. IP Security Agreement\_EXECUTION VERSION (BURST)#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 14, 2022 by and between TEXAS CAPITAL BANK a Texas bank (“Bank”) and BURSTIQ, INC., a Delaware corporation (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof by and among Bank and Grantor (as the same may be amended, modified, or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title, and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Loan Agreement), Grantor hereby represents, warrants, covenants, and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in and to its Intellectual Property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation, those set forth on Exhibit A hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all Intellectual Property rights in computer software and computer software products now or hereafter existing, created, acquired, or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired, or held;

(d) All patents, patent applications, and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present, and future infringements 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) All 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) All amendments, renewals, and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. 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 Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

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.

Address:

BurstIQ, Inc.  
Attention: Frank J. Ricotta Jr.  
Attention: Brian Jackson  
9635 Maroon Circle, Suite 310  
Englewood, Colorado 80112  
email: [frank.ricotta@burstiq.com](mailto:frank.ricotta@burstiq.com)  
email: [brian.jackson@burstiq.com](mailto:brian.jackson@burstiq.com)  
Telephone: 719-330-3163

Address:

Texas Capital Bank  
Attention: Josh Seaman  
2000 McKinney Avenue, Suite 700  
Dallas, Texas 75201-3340  
email: [Josh.Seaman@texascapitalbank.com](mailto:Josh.Seaman@texascapitalbank.com)  
Telephone: (214) 399-8539

**GRANTOR**

BURSTIQ, INC.

By: 

Name: Frank L. Ricotta Jr.

Title: Chief Executive Officer

**BANK**

TEXAS CAPITAL BANK

By: \_\_\_\_\_

Name: Josh Seaman

Title: Senior Vice President, Technology Banking Group

[Signature page to Intellectual Property Security Agreement]


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.

BANK

**Address:**

Texas Capital Bank  
Attention: Josh Seaman  
2000 McKinney Avenue, Suite 700  
Dallas, Texas 75201-3340  
email: Josh.Seaman@texascapitalbank.com  
Telephone: (469) 399-8539

TEXAS CAPITAL BANK

By:   
Name: Josh Seaman  
Title: Senior Vice President, Technology Banking Group

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method of non-centralized zero knowledge authentication for a computer network	Pat: 7,840,806 Appl: 10/687,320	Issued: November 23, 2010 Filed: Oct 16, 2003
Systems and methods for enterprise security with collaborative peer to peer architecture	Pat: 8,239,917 Appl: 11/928,256	Issued: August 7, 2012 Filed: Oct 30, 2007
SECURE ADAPTIVE DATA STORAGE PLATFORM	Pat: 11,238,164 Appl: 16/031,929	Issued: February 1, 2022 Filed: 07/10/2018
SYSTEMS AND METHODS FOR ACCESSING DIGITAL ASSETS IN A BLOCKCHAIN USING GLOBAL CONSENT CONTRACTS	Appl: 17/001302	Filed: August 24, 2020
SYSTEMS AND METHODS FOR ACCESSING DIGITAL ASSETS IN A BLOCKCHAIN USING OWNER CONSENT CONTRACTS	Appl: 17/001262	Filed: August 24, 2020
SYSTEMS AND METHODS FOR ACCESSING DIGITAL ASSETS IN A BLOCKCHAIN USING OWNER CONSENT CONTRACTS	Appl: PCT/US2021/046761	Filed: August 19, 2021
SYSTEMS AND METHODS FOR ACCESSING DIGITAL ASSETS IN A BLOCKCHAIN USING GLOBAL CONSENT CONTRACTS	Appl: PCT/US2021/046762	Filed: August 19, 2021
GRAPH MODELS OF RELATIONSHIPS BETWEEN INFORMATION STORED ON DISTRIBUTED LEDGERS THAT ARE LEARNED THROUGH MACHINE LEARNING	Appl: 17/951,760	Filed: September 23, 2022
GRAPH MODELS OF RELATIONSHIPS BETWEEN INFORMATION STORED ON DISTRIBUTED LEDGERS THAT ARE LEARNED THROUGH MACHINE LEARNING	Appl: PCT/US22/44539	Filed: September 23, 2022

## EXHIBIT C

### Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Research Foundry	Ser: 88857763	Filed: April 2, 2020
LearnIQ	Ser: 97336079	Filed: March 29, 2022
Powered by LifeGraph	Ser: 97595044	Filed: September 16, 2022
HealthWallet	Reg: 5,445,358 Ser: 87-661,379	Reg: April 10, 2018 Filed: 10-26-2017
BIQ (Word Mark)	Reg: 5,491,117 Ser: 87659504	Reg: June 12, 2018 Filed: Oct 25, 2017
BurstIQ (Word Mark)	Reg: 5,496,439 Ser: 87-659,879	Reg: June 19, 2018 Filed: 10-25-2017
BurstIQ (Design Mark)	Reg: 5,575,093 Ser: 87-805,575	Reg: October 2, 2018 Filed: 02-21-2018
BIQ (Design Mark)	Reg: 5,579,546 Ser: 87-805,743	Reg: October 9, 2018 Filed: 02-21-2018
LifeGraph	Reg: 5,625,471 Ser: 87-660,984	Reg: December 11, 2018 Filed: 10-26-2017

EXHIBIT D

Mask Works

N/A