

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waterfall International, Inc.	FORMERLY Waterfall Mobile, Inc.	10/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Avidbank		
Street Address:	50 West San Fernando Street, Suite 850		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86124763	WATERFALL	
Registration Number:	3506588	WATERFALL	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	2-1006		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	10/22/2014		
Total Attachments: 6			
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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 20, 2014 by and between **AVIDBANK**, a California corporation (“**Bank**”) and Waterfall International, Inc., a Delaware corporation formerly known as Waterfall Mobile Inc. (“**Grantor**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of July 16, 2012 and as amended from time to time, the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. In connection therewith, Bank and Grantor entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of October 11, 2013 (the “**Original Agreement**”). Bank and Grantor desire to amend and restate the Original Agreement in accordance with the terms set forth herein.

NOW, THEREFORE, Bank and Grantor agree as follows:

AGREEMENT

1. This Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

2. To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

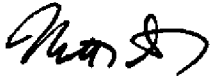
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

25 Division Street, Suite 205
San Francisco, CA 94103
Attn: _____

WATERFALL INTERNATIONAL, INC.

By: 
Print Name: Matthew Sechrest
Title: President & CEO

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Linh Phan

AVIDBANK

By:
Print Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

WATERFALL INTERNATIONAL, INC.

25 Division Street, Suite 205
San Francisco, CA 94103
Attn: _____

By: _____

Print Name: _____

Title: _____

Address of Bank:

AVIDBANK

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Linh Phan

By: Linh Phan

Print Name: Linh Phan

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
Waterfall Website	VA0001654743	09/08/08

EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
Mobile domain registry and content platform	8,140,097	03/20/12
Messaging apparatus and method	12/299,750	05/10/07
Method and system for automatically generating a message flow diagram	12/191,580	08/14/08

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
Waterfall Mobile	3,506,588	09/23/08
Waterfall	86124763	11/20/13