

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WATERFALL MOBILE, INC.		10/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK CORPORATE FINANCE, A DIVISION OF AVIDBANK		
Street Address:	400 Emerson Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3506588	WATERFALL MOBILE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	308866-160 WATERFALL MOB		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$40.00 3506588

Date:

10/15/2013

Total Attachments: 5

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 11, 2013 by and between **AVIDBANK CORPORATE FINANCE**, a division of **AVIDBANK** ("Bank") and **WATERFALL MOBILE, INC.**, a Delaware corporation ("Grantor").

RECITALS

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 Loan and Security Agreement dated as of July 16, 2012, as amended from time to time, including pursuant to that certain First Amendment to Loan and Security Agreement dated as of January 11, 2013, that certain Second Amendment to Loan and Security Agreement dated as of February 15, 2013, that certain Third Amendment to Loan and Security Agreement dated as of April 30, 2013 and that certain Fourth Amendment to Loan and Security Agreement dated as of August 6, 2013 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of that certain Fifth Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment"). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the proceeds arising from the disposition of any interest in certain Copyrights to secure the obligations of Grantor under the Agreement as amended.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

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 shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement.

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 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.

GRANTOR:

Address of Grantor:

25 Division Street
San Francisco, CA 94103

Attn: Michael Christopher

WATERFALL MOBILE, INC.

By: 
Title: President & CEO

BANK:

Address of Bank:

400 Emerson Street
Palo Alto, CA 94031

**AVIDBANK CORPORATE FINANCE,
a division of AVIDBANK**


By: 
Title: VP Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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