



10/30/2014

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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)



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RECORDATION FORM COVER  
TRADEMARKS ON

103669525

10/23/14

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Waterfall International Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 20, 2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Structural Capital Investments I, LP

Street Address: One Market Street Floor 35

City: San Francisco

State: California

Country USA Zip: 94105

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship Delaware, USA
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

78/861.447

B. Trademark Registration No.(s)

3,506,588

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Waterfall

Waterfall

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alexander C. Chen

Internal Address: 840 Apollo Street Suite 306

Street Address: 840 Apollo Street Suite 306

City: El Segundo

State: California Zip: 90245

Phone Number: (310) 601-8815

Docket Number:

Email Address: achen@fortisgc.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

10/30/2014 KNGUYEN1 00000010 78861447

Authorized User Name

01 FC-8521

02 FC:8522

10/21/14

40.00 OP

25.00 OP

9. Signature:

Alexander Chen, Esq.  
Signature

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
WATERFALL MOBILE	78-861447 3,506,588	04/13/2006 09/23/2008

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 20, 2014 by and between Structural Capital Investments I, LP, a Delaware limited partnership ("Lender") and Waterfall International Inc., a Delaware corporation ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, subject to the terms of the Loan Agreement. Borrower represents and warrants that Schedules A, B and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. 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.

[SIGNATURE PAGE FOLLOWS]


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.

**BORROWER:**

Address of Borrower:

25 Division Street, Suite 205  
San Francisco, CA 94103  
Attn: Matthew Sechrest  
Fax: (415) 354-3556  
Email: matt@waterfall.com

Waterfall International Inc.


By:   
Name: Matt Sechrest  
Title: President & CEO

**LENDER:**

Address of Lender:

One Market Street, Floor 35  
San Francisco, California  
Attn: Kai Tse, Managing Partner  
Fax: (415) 520-2234  
Email: Kai@structuralcapital.com

Structural Capital Investments I LP

By:   
Name: Kai Tse  
Title: General Partner



SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Waterfall website	VA0001654743	09/08/2008



SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
MESSAGING APPARATUS AND METHOD	60800276	08/14/2008 (filed)
MESSAGING APPARATUS AND METHOD	12299750	11/16/2009 (filed)
MOBILE DOMAIN REGISTRY AND CONTENT PLATFORM	60973842	09/20/2007 (filed)
MOBILE DOMAIN REGISTRY AND CONTENT PLATFORM	8140097	03/20/2012 (issued)
METHOD AND SYSTEM FOR AUTOMATICALLY GENERATING A MESSAGE FLOW DIAGRAM	12191580	08/14/2008