

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346400

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900329041

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HYDROPOINT DATA SYSTEMS, INC.		06/24/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	STRUCTURAL CAPITAL INVESTMENTS I, LP
Street Address:	3555 ALAMEDA DE LAS PULGAS, SUITE 208
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4467703	WEATHERTRAK FLOWLINK
Serial Number:	85754464	360° SMART WATER MANAGEMENT SOLUTIONS
Serial Number:	85753213	SMART WATER MANAGEMENT
Registration Number:	4270657	WEATHERTRAK WIRELESSFLOW
Registration Number:	4457965	THE PROVEN LEADER IN SMART IRRIGATION
Registration Number:	3256986	WEATHERTRAK ET PRO
Registration Number:	3319838	HYDROPOINT DATA SYSTEMS, INC.
Registration Number:	3262415	HYDROPOINT
Registration Number:	3256984	ET EVERYWHERE
Registration Number:	3967548	SMART YARD
Registration Number:	4317436	SMART YARD
Registration Number:	3624906	SMART WATER MANAGEMENT
Registration Number:	3693565	SUSTAINABILITY 2.0
Registration Number:	3549403	WEATHERTRAK ET PRO2 CENTRAL
Registration Number:	3301173	WEATHERTRAK

CORRESPONDENCE DATA

Fax Number: 6506440520

TRADEMARK

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.

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:	8-1004
NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	06/30/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 24, 2015 by and between Structural Capital Investments I, LP, a Delaware limited partnership (“Lender”) and Hydropoint Data Systems, 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 and under any other agreement now existing or hereafter arising between Borrower and Lender, 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. 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. In the event that any signature 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 hereof.

[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:

1720 Corporate Circle
Petaluma, California 94954
Attention: Chief Financial Officer

Hydropoint Data Systems, Inc.

DocuSigned by:
Chris Spain
By: _____
Name: Chris Spain
Title: CEO & President

LENDER:

Address of Lender:

3555 Alameda de Las Pulgas, Suite 208
Menlo Park, CA 94025
Attn: Kai Tse, Managing Partner

Structural Capital Investments I, LP

DocuSigned by:
Kai Tse
By: _____
Name: Kai Tse
Title: Managing Partner

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>
Controlling a resource demand system	8,712,592
Calculating an ET value for an irrigation area	7,430,458
Method and system for controlling irrigation using computed evapotranspiration values	7,337,042
Method and system for providing offset to computed evapotranspiration values	7,305,280
Method and system for controlling an irrigation scheduling engine using computed evapotranspiration values	7,216,020
System and method for facilitating control of irrigation systems	7,182,272
Method and system for controlling irrigation using computed evapotranspiration values	12/001919

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>
WEATHERTRAK FLOWLINK	85808408	4467703
360° SMART WATER MANAGEMENT SOLUTIONS	85754464	
SMART WATER MANAGEMENT	85753213	
WEATHERTRAK WIRELESSFLOW	85434058	4270657
THE PROVEN LEADER IN SMART IRRIGATION	85863433	4457965
WEATHERTRAK ET PRO	78593824	3256986
HYDROPOINT DATA SYSTEMS, INC.	78593820	3319838
HYDROPOINT	78593818	3262415
ET EVERYWHERE	78593813	3256984
SMART YARD	77981615	3967548
SMART YARD	77911326	4317436
SMART WATER MANAGEMENT	77473013	3624906
SUSTAINABILITY 2.0	77472424	3693565
WEATHERTRAK ET PRO2 CENTRAL	77434419	3549403
WEATHERTRAK	77069806	3301173