

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Structural Capital Investments I, LP		07/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Waterfall International Inc		
Street Address:	25 DIVISION STREET SUITE 205		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3506588	WATERFALL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2319320411		
Email:	brianhall@traverselegal.com		
Correspondent Name:	Brian A. Hall/ Traverse Legal PLC		
Address Line 1:	810 Cottageview Drive, Suite G-20		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	Brian A. Hall		
SIGNATURE:	/BAH/		
DATE SIGNED:	07/13/2017		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Termination"), dated as of July 13, 2017, is executed by Obsidian Agency Services, Inc., a California corporation, as agent for Lenders (the "Agent"), and in favor of Waterfall International, Inc., a Delaware corporation ("Borrower"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of September 16, 2015 (the "Security Agreement"), executed by Borrower in favor of Agent, Borrower granted to Agent a security interest in the IP Collateral (defined below).

B. Agent agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

(a) Agent expressly terminates and releases all of Agent's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(ii) all licenses providing for the grant by or to Borrower of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(iii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(iv) all goodwill of Borrower connected with the use of, and symbolized by, such Intellectual Property; and

(v) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue or recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Borrower excluded from the definition "Collateral" under the Credit Agreement.

(b) Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Agent authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

OBSIDIAN AGENCY SERVICES, INC., as Agent



Name: *Philip Tena*
Title: *Vice President*

Authorized Agent for
Structural Capital Investments I, LP

**SCHEDULE 1
ITEMIZED INTELLECTUAL PROPERTY**

Patents:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
MOBILE DOMAIN REGISTRY AND CONTENT PLATFORM	8,140,097	09/19/2008	U.S.A.	Waterfall Mobile, Inc.

Trademarks:

Trademark	Trademark Number	Date of Filing	Jurisdiction of Filing	Name of trademark holder if other than Borrower
WATERFALL	3,506,588	April 13, 2006 (registered Sept. 23, 2008)	U.S.A.	
WATERFALL	4,694,269	Nov. 20, 2013 (registered March 3, 2015)	U.S.A.	

Registered Copyrights:

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower
Waterfall website	VA0001654743	09/08/2008	U.S.A.	