

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

15-7462259718

04/28/2015 12:40

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
CT Lien Solutions 555 Capitol Mall Suite 1000 Sacramento, CA 95814 Account 10010537 Shante' Lewis



FILED

CALIFORNIA
SECRETARY OF STATE

SOS



48586500011 UCC 1 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME AliphCom				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 99 Rhode Island Street 3rd Floor		CITY San Francisco	STATE CA	POSTAL CODE 94103
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BlackRock Advisors, LLC c/o Global Allocation Group				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1 University Square Drive		CITY Princeton	STATE NJ	POSTAL CODE 08540
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

The collateral description is attached hereto as Exhibit A and incorporated by reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: California Secretary of State	

477849900

DEBTOR: AliphCom
SECURED PARTY: BlackRock Advisors, LLC c/o Global Allocation Group

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

Collateral Description:

All of debtor's right, title and interest in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter created or acquired by or arising in favor of such debtor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased or licensed from or to, such debtor, and regardless of where located:

- (i) all Intellectual Property;
- (ii) all Licenses;
- (iii) all royalties, accounts, accounts receivable, payment intangibles and revenues arising from or related to Intellectual Property or licenses, including without limitation, royalties payable pursuant to Bankruptcy Code Section 365(n);
- (iv) all causes of action arising from or related to Intellectual Property and licenses, including without limitation causes of actions for infringement of Intellectual Property or breach of licenses; and
- (v) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

"Intellectual Property" or "IP" means all rights in intellectual property of any type, however denominated, throughout the world, including, to the extent such proprietary rights are recognized by the law of each applicable jurisdiction: Trademarks; Patents; Software; Copyrights; Trade Secrets; all Improvements of or to any of the foregoing; all social media account names or identifiers (e.g., Twitter® handle or FaceBook® account name); all registrations, applications for registration or issuances, recordings, renewals and extensions relating to any of the foregoing; know-how; rights of privacy or publicity; moral rights; inventions (whether or not patentable); algorithms; processes; product designs; industrial designs; blueprints; drawings; data; customer lists; URLs and domain names; specifications; documentations; reports; catalogs; literature; and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof; and for the avoidance of doubt, the right to prosecute and maintain any of the foregoing, to seek remedy against any infringement, misappropriation or other violation of any of the foregoing, and to defend any pending or future challenges to the existence of any of the foregoing.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements with regard to Intellectual Property, (b) all income, royalties, rights, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.