

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upland IX, LLC	FORMERLY Mobile Commons, Inc.	03/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Rd, Mail Code 7578		
Internal Address:	National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86277244	INSTANT RESULTS	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek, Bodman PLC		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	039447-000001		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/Angela Alvarez Sujek/		
DATE SIGNED:	04/09/2015		
Total Attachments: 6			
source=Upland -- Intellectual Property Security Agreement (Upland IX) (updated 4_15)#page1.tif			
source=Upland -- Intellectual Property Security Agreement (Upland IX) (updated 4_15)#page2.tif			
source=Upland -- Intellectual Property Security Agreement (Upland IX) (updated 4_15)#page3.tif			

OP \$40.00 86277244

source=Upland -- Intellectual Property Security Agreement (Upland IX) (updated 4_15)#page4.tif
source=Upland -- Intellectual Property Security Agreement (Upland IX) (updated 4_15)#page5.tif
source=Upland -- Intellectual Property Security Agreement (Upland IX) (updated 4_15)#page6.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Upland IX, LLC)**

This Intellectual Property Security Agreement is entered into as of March 23, 2015, by and between COMERICA BANK ("Bank") and UPLAND IX, LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, UPLAND SOFTWARE, INC., a Delaware corporation, UPLAND SOFTWARE I, INC., a Delaware corporation, UPLAND SOFTWARE III, LLC, a Delaware limited liability company, UPLAND SOFTWARE IV, INC., a Nebraska corporation, UPLAND SOFTWARE V, INC. a Delaware corporation, UPLAND SOFTWARE VI, LLC, a New Jersey limited liability company, and UPLAND SOFTWARE VII, INC., a Delaware corporation (collectively, "Co-Borrowers") (the "Loans"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Co-Borrowers dated March 5, 2012 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor and Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor and each of the Co-Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations and all agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations and Grantor's and each of the Co-Borrowers' obligations under any agreement now existing or hereafter arising between Co-Borrowers or Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Intentionally Left Blank]

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:

c/o UPLAND SOFTWARE, INC.
Frost Tower, 29th Floor, Suite 2950
401 Congress Avenue
Austin, Texas 78701

UPLAND IX, LLC, a Delaware limited liability
company

By: 

Title: President

BANK:

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

COMERICA BANK

By: 

Title: Vice President

[Signature Page to IPSA (5323515)]

TRADEMARK
REEL: 005495 FRAME: 0184

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Issues
INSTANT RESULTS	86/277244	5/9/14	n/a	n/a	Mobile Commons, Inc. (a Delaware corporation)	None