

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		01/20/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hipcricket, Inc.		
Street Address:	110 110th Avenue NE		
Internal Address:	Suite 410		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3665518	HIPCRICKET	
Registration Number:	3684657	INTERACTION PLANNER	
Registration Number:	3114097	HIPCRICKET	
Registration Number:	3098034	TX2TRY	
Registration Number:	3116837	TX2WEB	
Registration Number:	3116838	TX2FIND	
Registration Number:	3182957	TX4INFO	
Registration Number:	4089790	AD LIFE	
Registration Number:	4307109	I2BRIDGE	
Registration Number:	2397385	BOOMBOX RADIO	
Registration Number:	3668343	BOOMBOX	
Registration Number:	3859937	AUGME	
Registration Number:	3922004	A+	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	512-656-7960		

OP \$340.00 3665518

Email: brian.spross@jonespross.com
Correspondent Name: Brian Spross
Address Line 1: 1605 Lakecliff Hills Lane
Address Line 2: Suite 100
Address Line 4: Austin, TEXAS 78732

ATTORNEY DOCKET NUMBER: HIPCRICKET

NAME OF SUBMITTER: Brian Spross

SIGNATURE: /brian spross/

DATE SIGNED: 09/21/2015

Total Attachments: 203

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
HIPCRICKET, INC.,¹)
Debtor.) Case No. 15-10104 (____)
)
)
)

DECLARATION OF TODD E. WILSON IN SUPPORT OF FIRST DAY MOTIONS

I, Todd E. Wilson, hereby declare that the following is true to the best of my knowledge, information and belief:

(b) (1) (A)



¹ The last four digits of the Debtor's tax identification number are (b) (4). The location of the Debtor's headquarters and the service address for the Debtor is 110 110th Avenue NE, Suite 410, Bellevue, WA 98004.

2. I am authorized to make decisions with respect to all aspects of the management and operation of the Debtor's business including, without limitation, organization, human resources, marketing, sales, logistics, finance, administration, oversight, and the prosecution of this bankruptcy case. In my capacities with the Debtor, I have general knowledge of the books and records of the Debtor, and am familiar with the Debtor's financial and operational affairs.

(b) (1) (A)



(b) (1) (A)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. Significant Indebtedness

13. Since May 2014, the Company has been funding operations primarily through borrowings under a factoring arrangement (the “Fast Pay Facility”), up to a maximum of \$5 million, provided by Fast Pay Partners LLC (“Fast Pay”). (Proceeds from the Fast Pay Facility were used to repay in full the Company’s prior loan facility with Silicon Valley Bank.) The Debtor and Fast Pay are parties to that certain Financing and Security Agreement dated May 12, 2014, which was amended on June 3, 2014 and again on October 15, 2014 (as amended, modified or supplemented from time to time, the “Fast Pay Agreement”). Pursuant to the Fast Pay Agreement, Fast Pay purchases accounts receivable from the Debtor and advances 80% of the gross value of the invoices to the Debtor, promptly after Fast Pay notifies the Debtor that Fast Pay will purchase a particular account receivable (prior to October 2014 the advance rate was 70%). In addition to receiving payments from the applicable Debtor’s customers under the

Factored ARs, to secure any shortfall, the Debtor granted Fast Pay a first priority security interest in substantially all of the Debtor's assets; on May 27, 2014, Fast Pay filed a UCC-1 financing statement covering its collateral. Fast Pay may terminate the Fast Pay Agreement at any time upon written notice and require payment of all outstanding obligations. As of the Petition Date, the Debtor owed Fast Pay approximately \$1.7 million under the Fast Pay Facility, in connection with approximately \$2.02 million in factored accounts receivable (face value). As of the Petition Date, there is approximately \$1.7 million in non-factored accounts receivable (for a total of approximately \$3.7 million in all accounts receivable). The Debtor does not plan on continuing to request Fast Pay to factor its accounts receivable postpetition, and as discussed below, upon Court approval, Fast Pay's prepetition claims will be paid using DIP financing proceeds.

(b) (1) (A)



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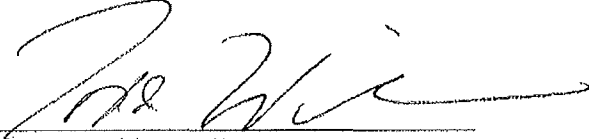
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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 20, 2015


By: Todd E. Wilson
Title: Interim Chief Executive Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re
HIPCRICKET, INC.,¹
Debtor.

Chapter 11
Case No. 15-10104 (LSS)
Related Docket Nos. 293, 361, 393 and 420

ORDER GRANTING FINAL APPROVAL
OF DISCLOSURE STATEMENT AND CONFIRMING AMENDED
CHAPTER 11 PLAN OF REORGANIZATION OF DEBTOR, AS MODIFIED

The above-captioned debtor and debtor in possession (the "Debtor") and ESW Capital, LLC ("ESW" and, together with the Debtor, the "Proponents"), having filed (i) the *Amended Chapter 11 Plan of Reorganization of Debtor* [Docket No. 293], (ii) the *Plan Supplement Relating to the Amended Plan of Reorganization of Debtor* [Docket No. 361], and (iii) the *Amended Chapter 11 Plan of Reorganization of Debtor, As Modified* [Docket No. 420] (collectively with all exhibits and any other modifications, amendments, or supplements thereto, the "Plan");² the Court having entered, on March 31, 2015, the *Order (I) Conditionally Approving the Amended Disclosure Statement; (II) Scheduling a Plan Confirmation Hearing; (III) Approving Procedures and Deadlines Concerning Executory Contracts and Unexpired Leases; (IV) Approving Solicitation Packages and Procedures; and (V) Approving the Form of Ballot* [Docket No. 290] (the "Solicitation Procedures Order"), establishing, among other things, certain solicitation and voting tabulation procedures associated with the Plan; true and correct copies of the Plan being attached hereto as Exhibit A; the Court having conducted an evidentiary hearing to consider final approval of the Disclosure Statement (as defined below) and

¹ The last four digits of the Debtor's tax identification number are [REDACTED]. The location of the Debtor's headquarters and the service address for the Debtor is 110 110th Avenue NE, Suite 410, Bellevue, WA 98004.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

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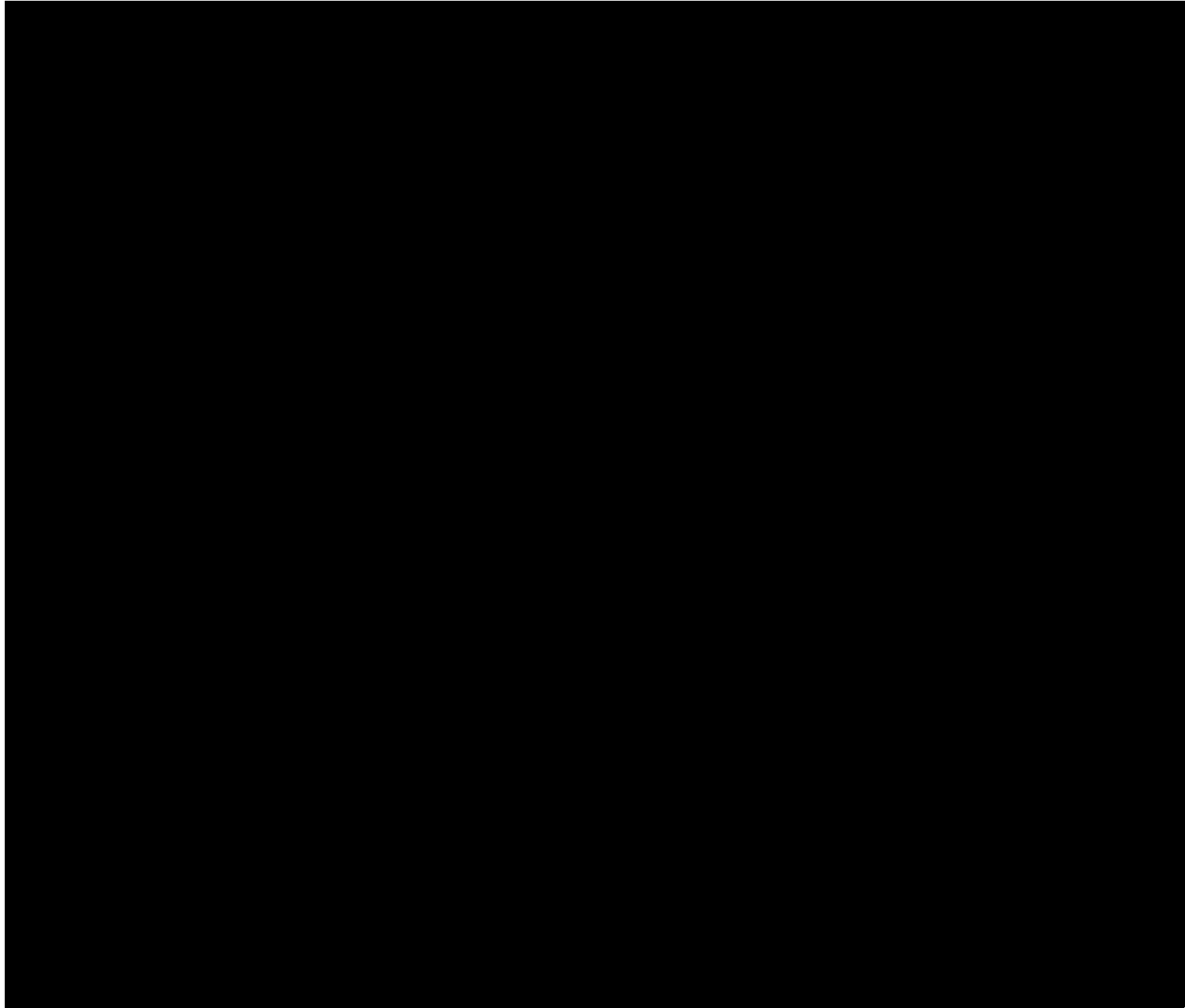
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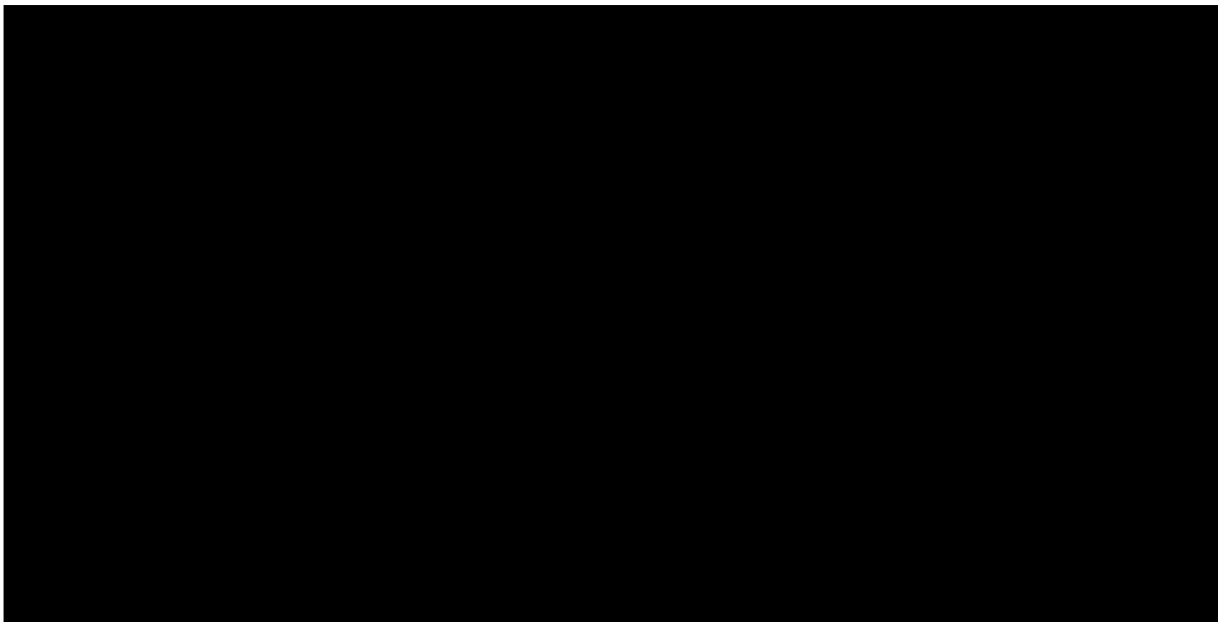
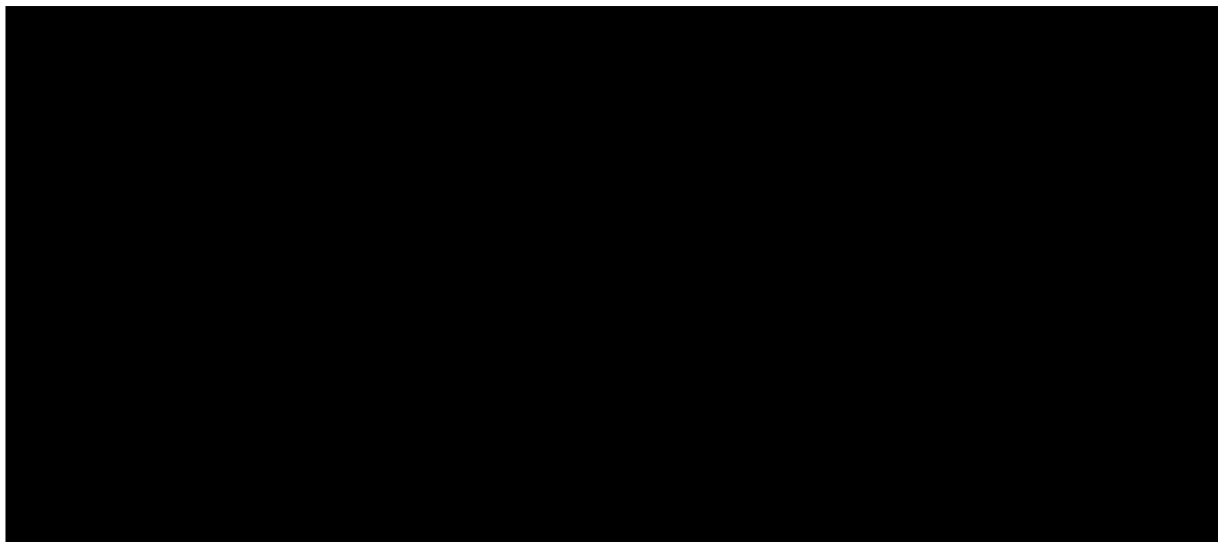
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5. Implementation. The Debtor, the Plan Sponsor, the Reorganized Debtor, and the Distribution Trustee, are authorized and directed to take all actions necessary, appropriate, or desirable to enter into, implement, and consummate the contracts, instruments, releases, leases, agreements, or other documents created or executed in connection with the Plan Documents. Without further order or authorization of this Court, the Proponents, the Reorganized Debtor, the Distribution Trustee, and their successors are authorized and empowered to make all modifications to all Plan Documents that are consistent with the Plan. Execution versions of the Plan Documents, where applicable, shall constitute legal, valid,

binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms.

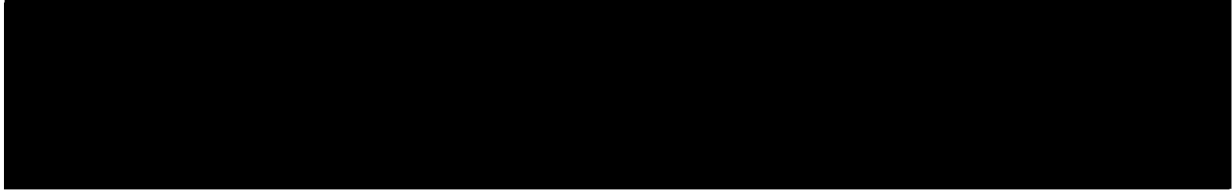
6. Effective Date. The Effective Date of the Plan shall occur on the date determined by the Debtor, after reasonable consultation with the Committee and the Plan Sponsor, when the conditions set forth in section 13.2 of the Plan have been satisfied or, if applicable, waived in accordance with the Plan.



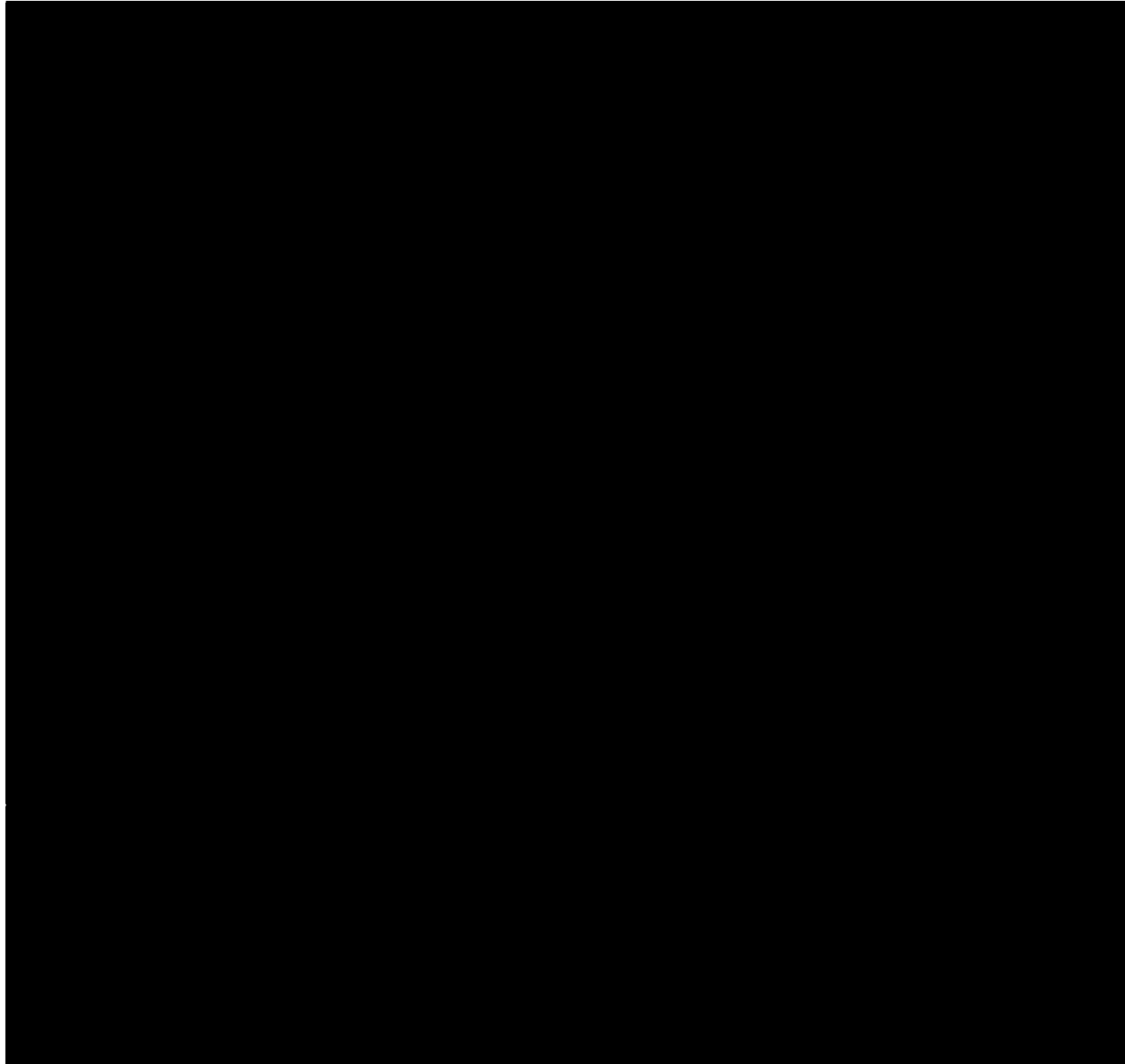
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17. Transfers by Debtor. All transfers of property of the Debtor's estate shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Plan or this Confirmation Order.



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EXHIBIT A

Plan of Reorganization

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

HIPCRICKET, INC.¹

Debtor.

§
§
§
§
§
§

CASE NO. 15-10104-LSS

Chapter 11

**AMENDED PLAN OF REORGANIZATION OF THE DEBTOR
DATED MARCH 31, 2015, AS MODIFIED**

Proponents of the Plan

PACHULSKI STANG ZIEHL & JONES LLP
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Linda F. Cantor (LA Bar No. 153762)
James O'Neill (DE Bar No. 4042)
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P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
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lcantor@pszjlaw.com
joneill@pszjlaw.com
COUNSEL TO DEBTOR-IN-POSSESSION

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-and-

Trevor R. Hoffmann (NY Bar No. 24048806)
30 Rockefeller Plaza, 26th Floor
New York, NY 10111
Email: trevor.hoffmann@haynesboone.com
COUNSEL TO PLAN SPONSOR

¹ The last four digits of the Debtor's tax identification number are 2076. The location of the Debtor's headquarters and the service address for the Debtor is 110 110th Avenue NE, Suite 410, Bellevue, WA 98004.

DATE: 5/14/15
DOCKET NO. 420

**TRADEMARK
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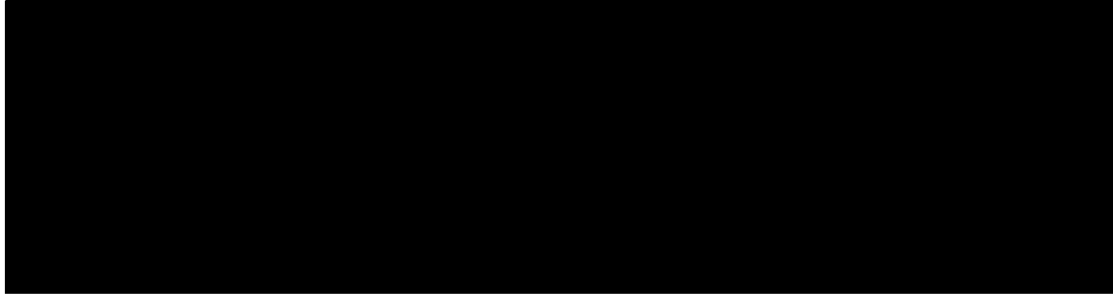
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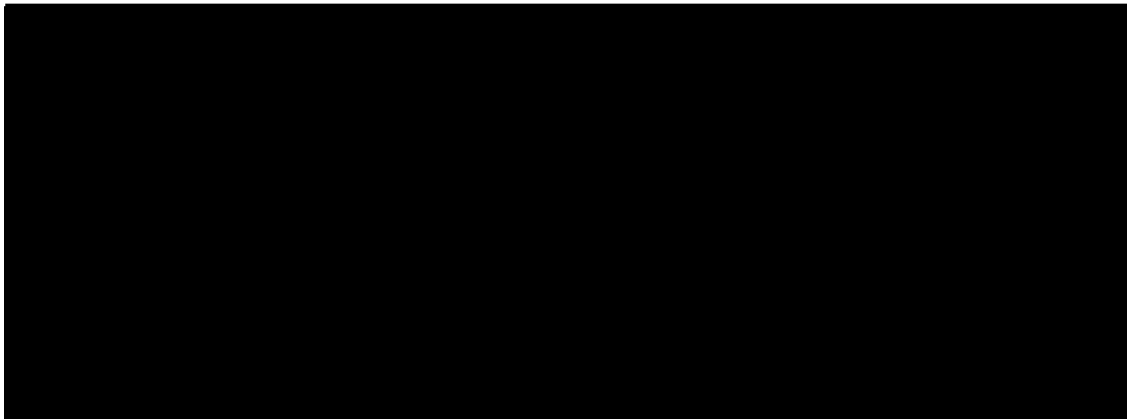
EXHIBITS TO THE PLAN

Glossary of Defined Terms.....Exhibit A
Schedule of Assumed Contracts and Unexpired Leases..... Exhibit B

Hipericket, Inc., the Debtor and Debtor-in-Possession in the above-referenced Bankruptcy Case, and ESW Capital, LLC, in its capacity as the Plan Sponsor, jointly propose the Amended Plan of Reorganization of the Debtor dated March 31, 2015, as modified. Reference is made to the Disclosure Statement Pursuant to 11 U.S.C. § 1125 in Support of the Amended Plan of Reorganization of the Debtor for a discussion of the Debtor's history, business, property and results of operations, and for a summary of the Plan and certain related matters.



**ARTICLE I
SUMMARY OF THE PLAN**



**ARTICLE II
DEFINITIONS, RULES OF INTERPRETATION, AND CONSTRUCTION OF TERMS**

2.1. All capitalized terms not defined elsewhere in the Plan shall have the meanings assigned to them in the Glossary of Defined Terms attached as Exhibit A to the Plan. Any capitalized term used in the Plan that is not defined herein has the meaning ascribed to that term in the Bankruptcy Code and/or Bankruptcy Rules.

2.2. For purposes of the Plan, any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified.

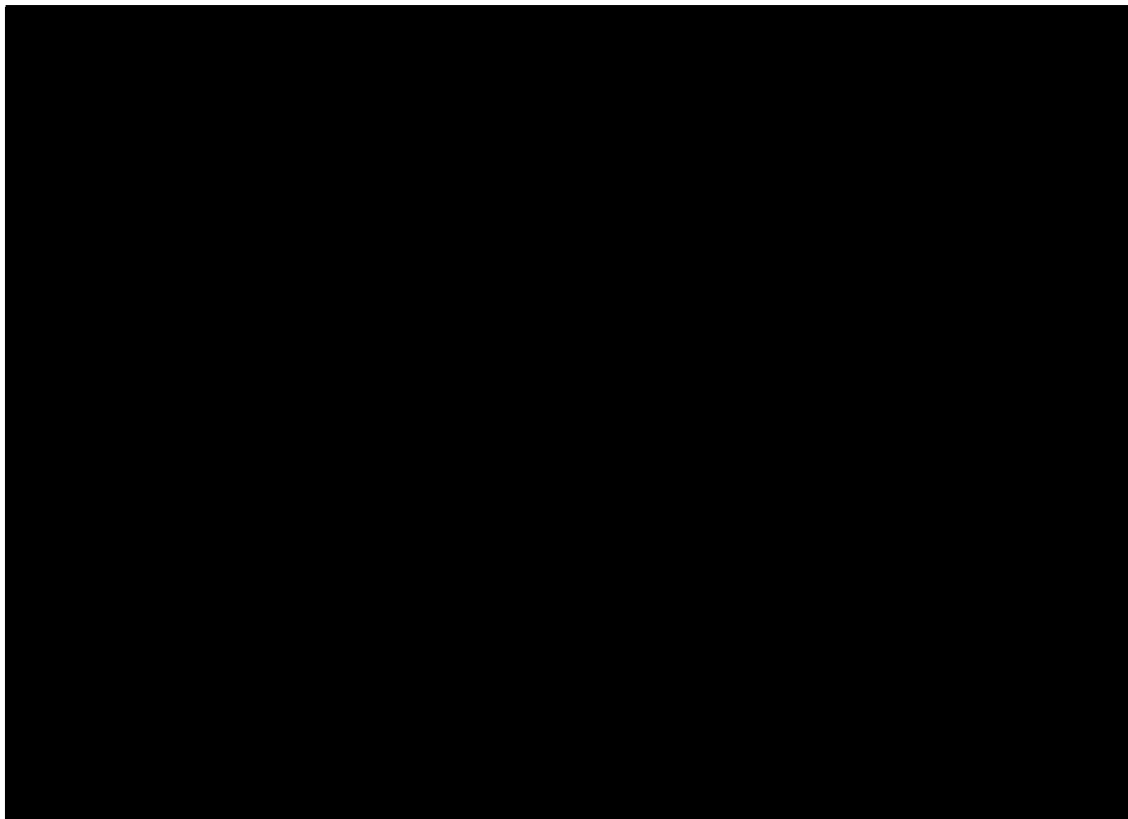
2.3. The words "herein," "hereof" and "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan, unless the context requires otherwise. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine and the neuter. The section headings contained in the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

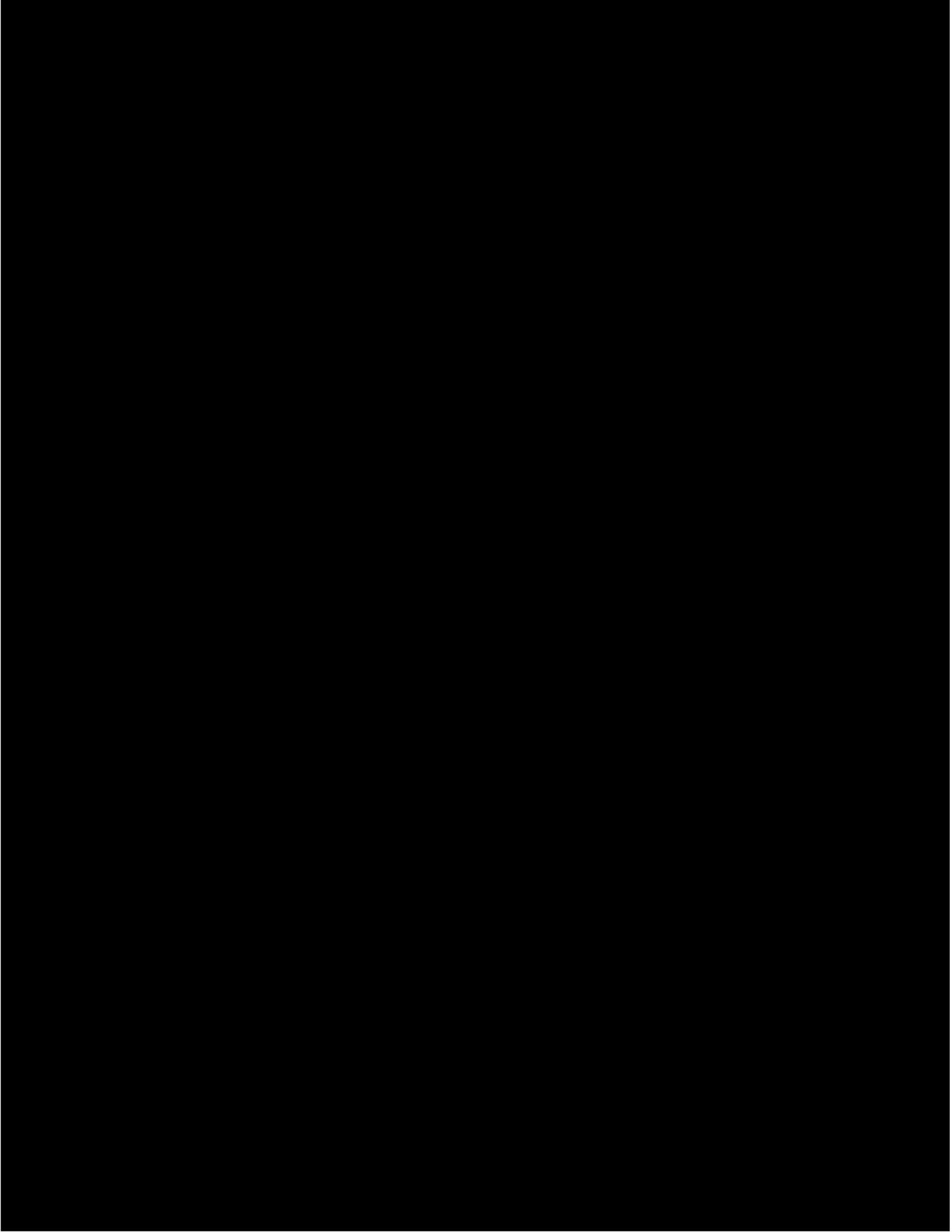
2.4. Captions and headings to articles, sections and exhibits are inserted for convenience of reference only and are not intended to be part of or to affect the interpretation of the Plan.

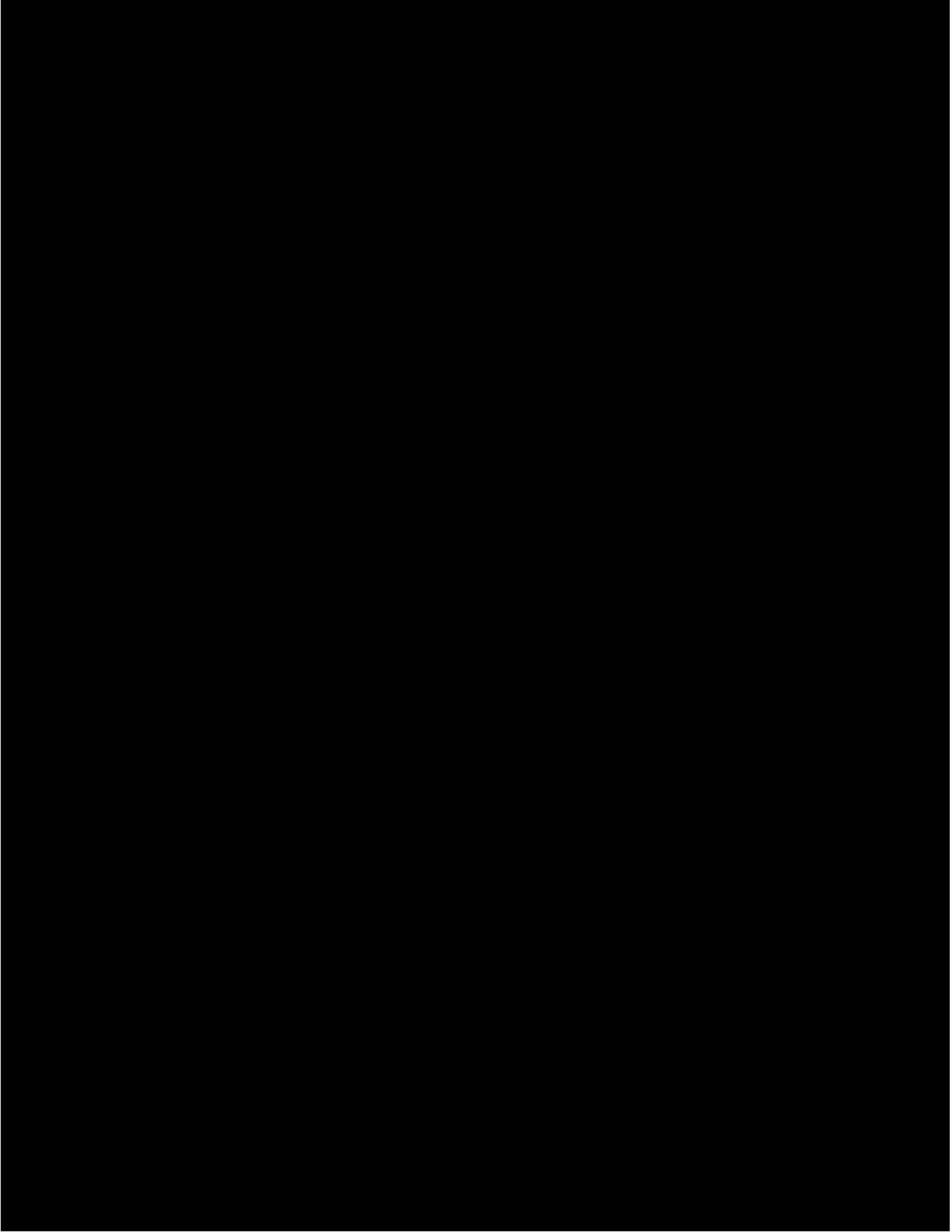
2.5. The rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

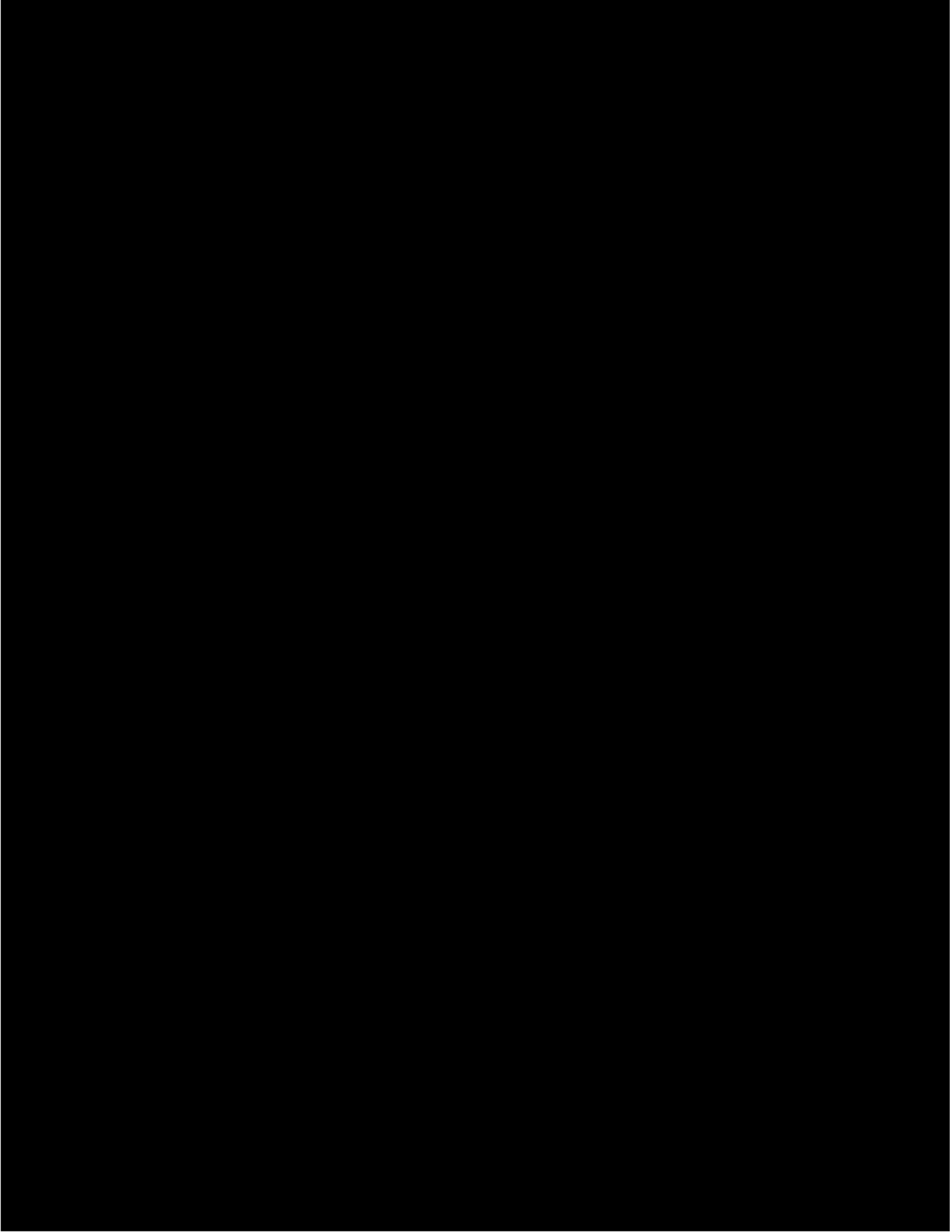
2.6. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

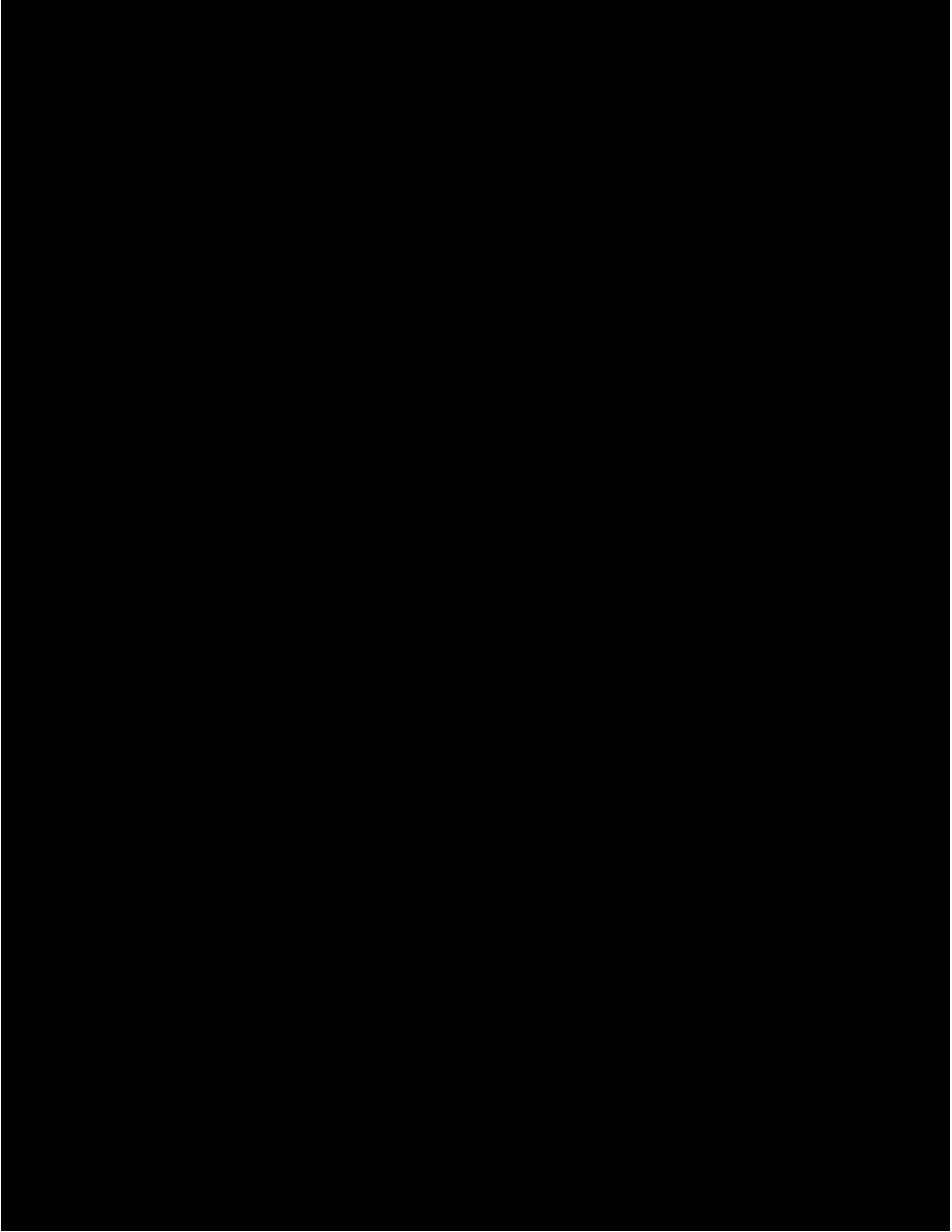
**ARTICLE III
DESIGNATION OF CLAIMS AND INTERESTS**

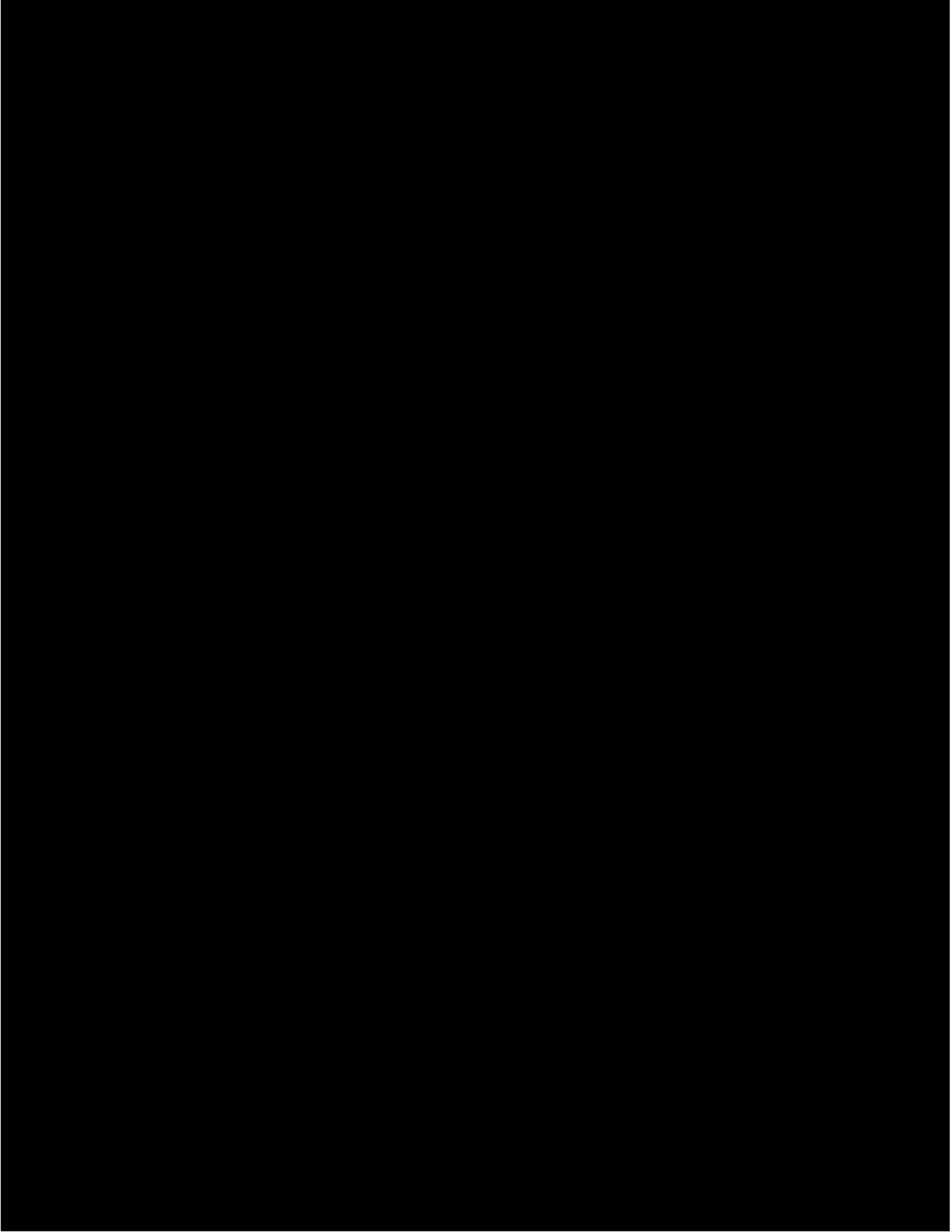


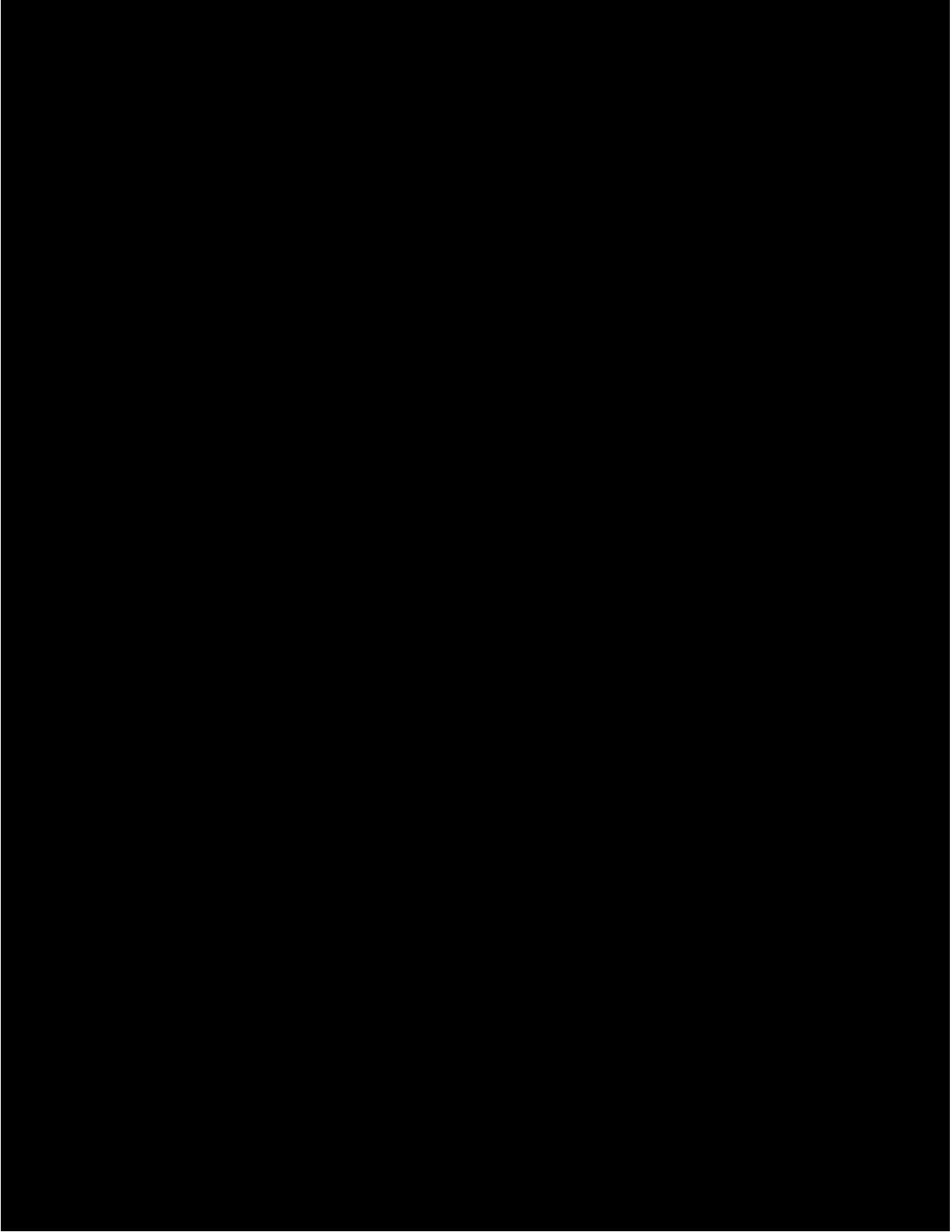


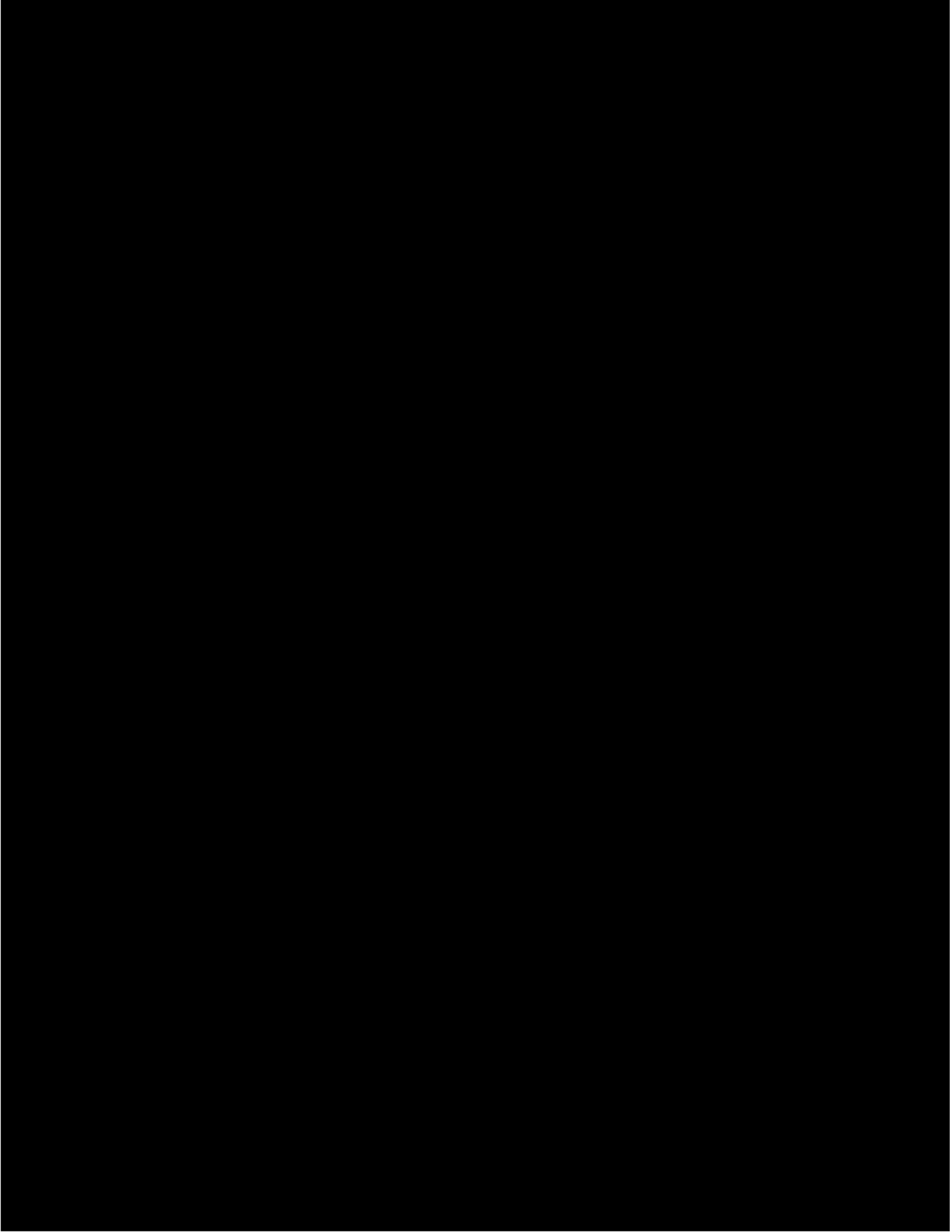


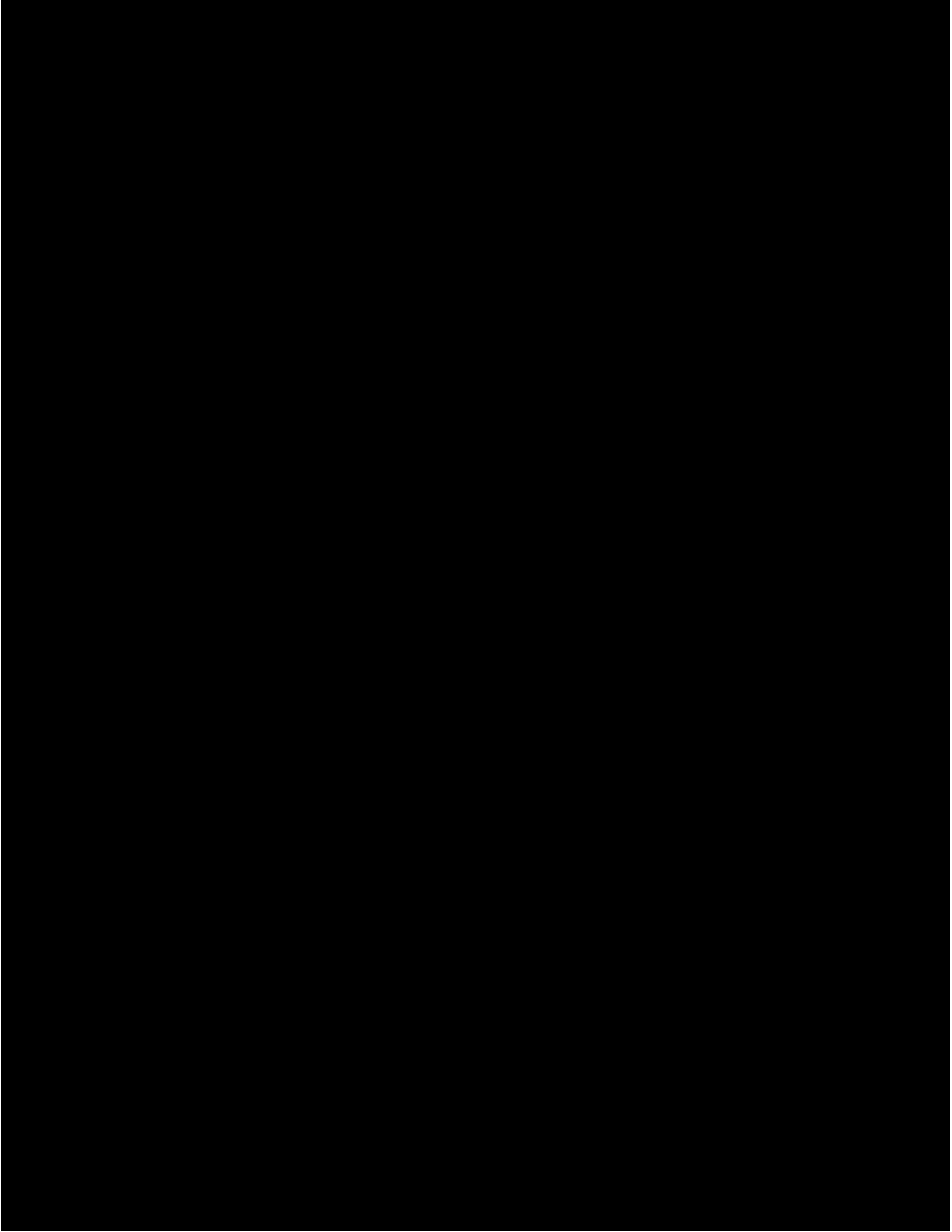


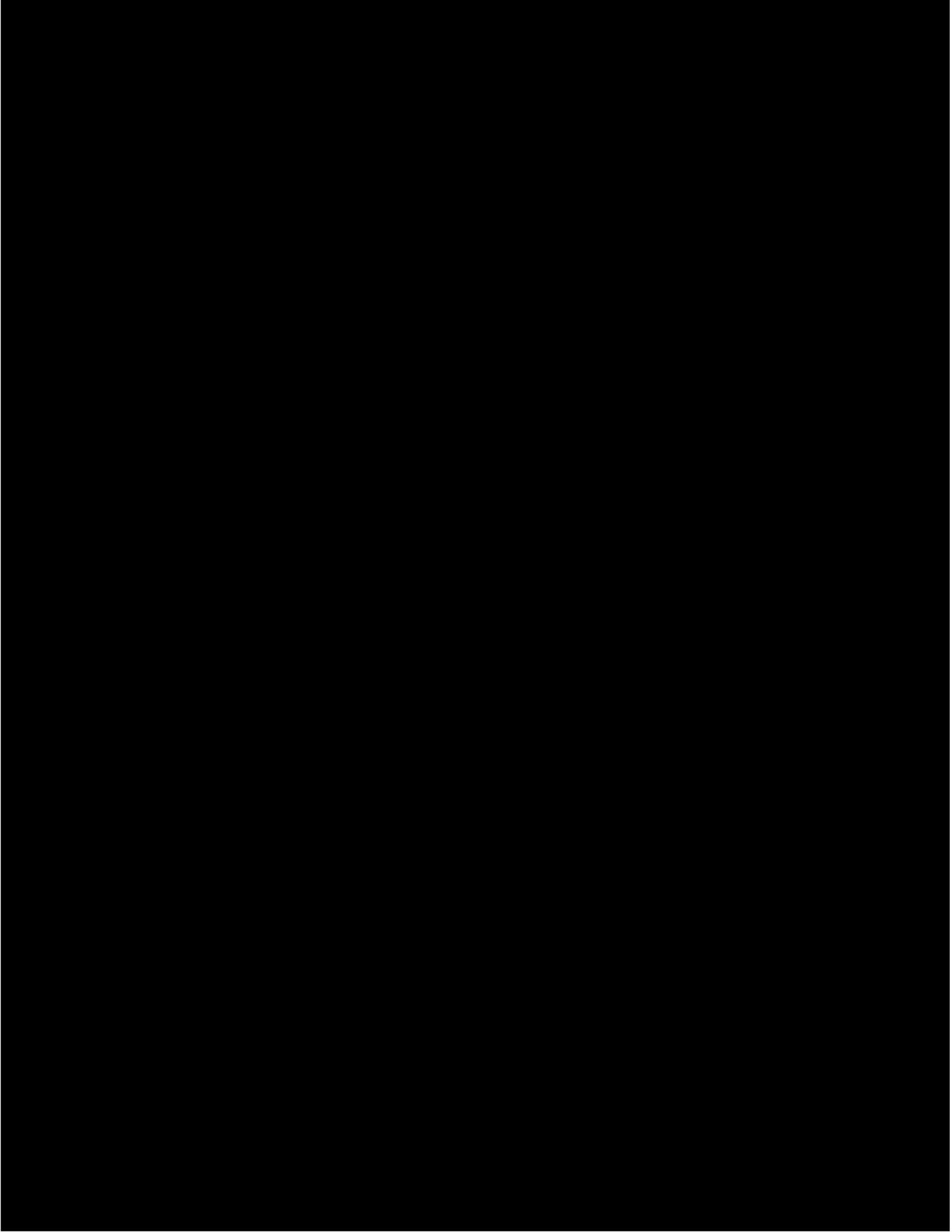


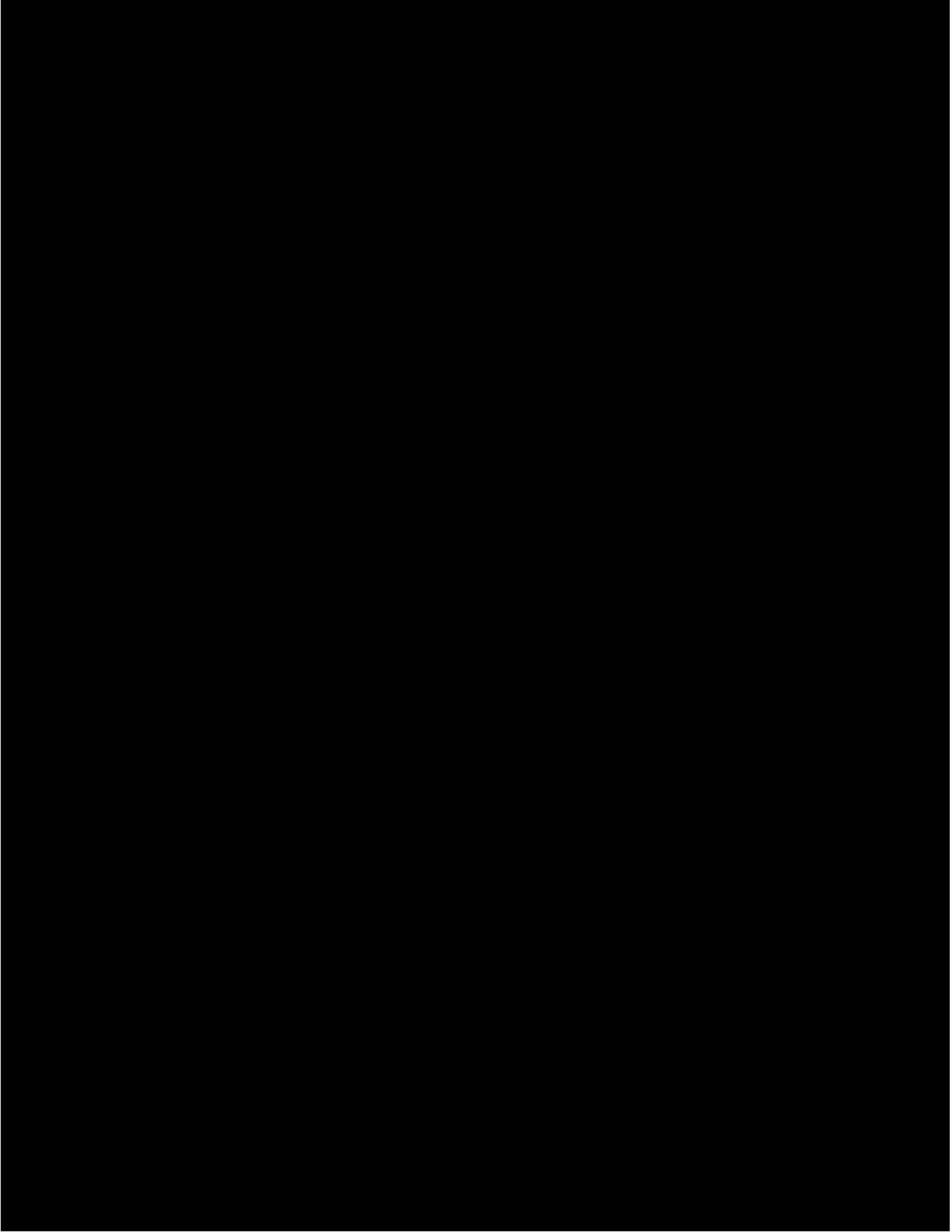


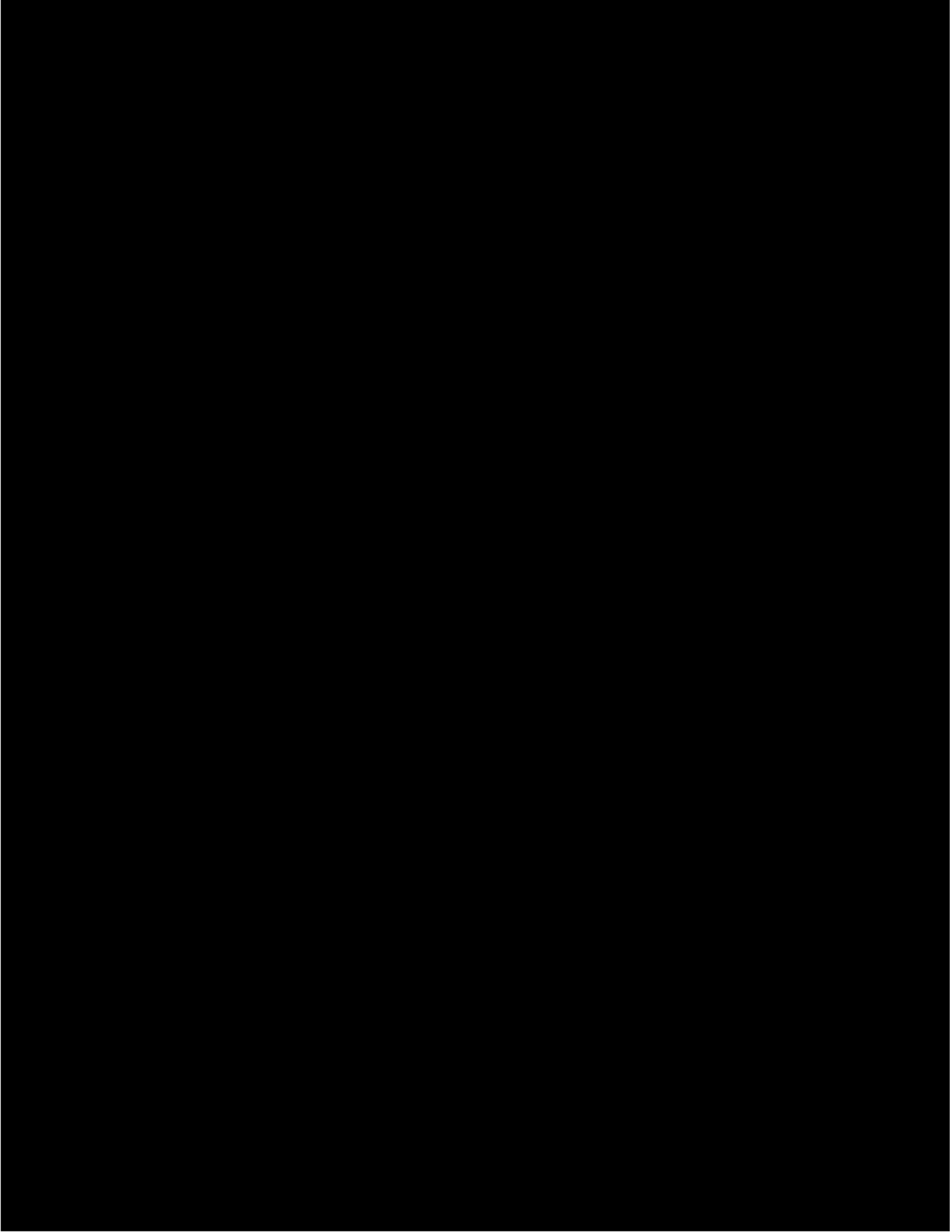


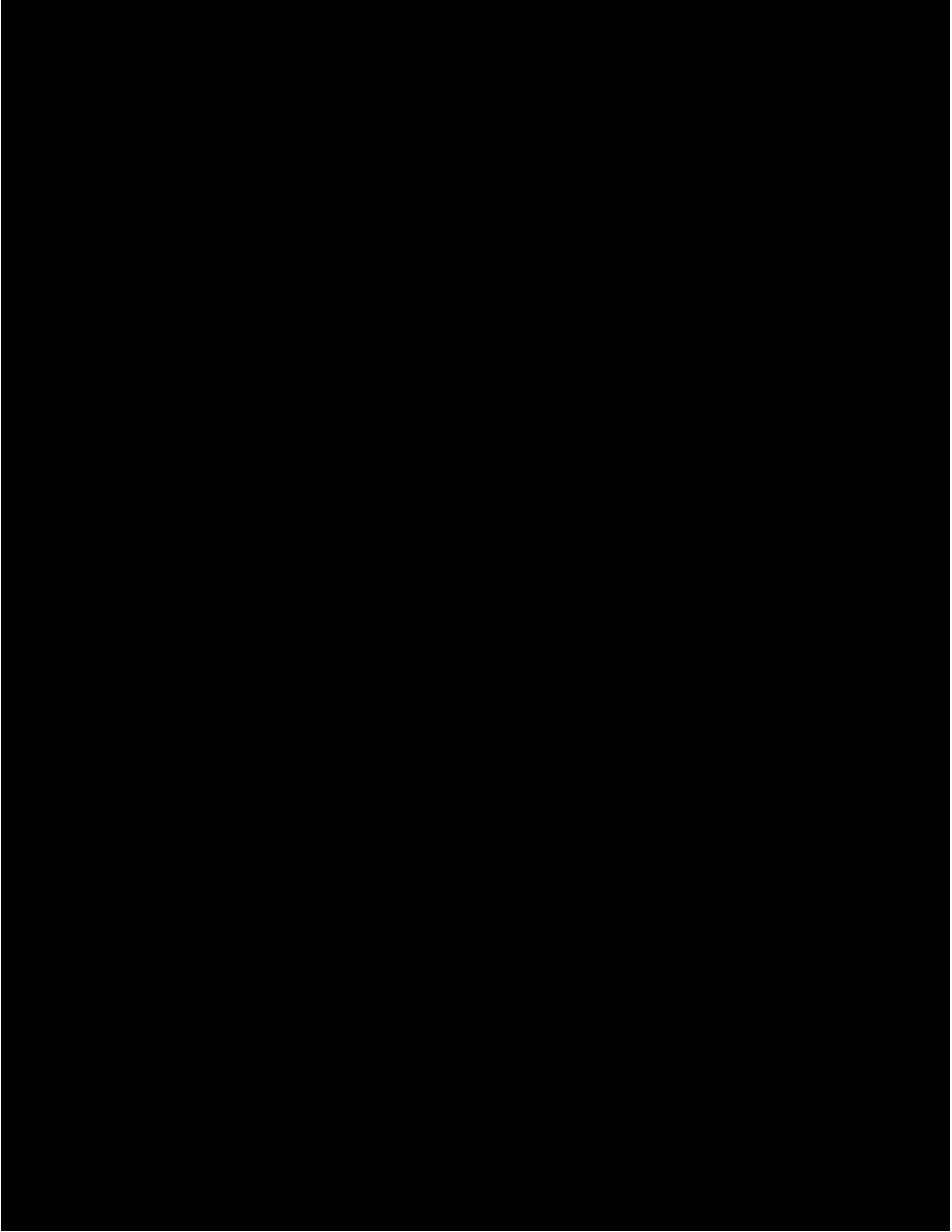


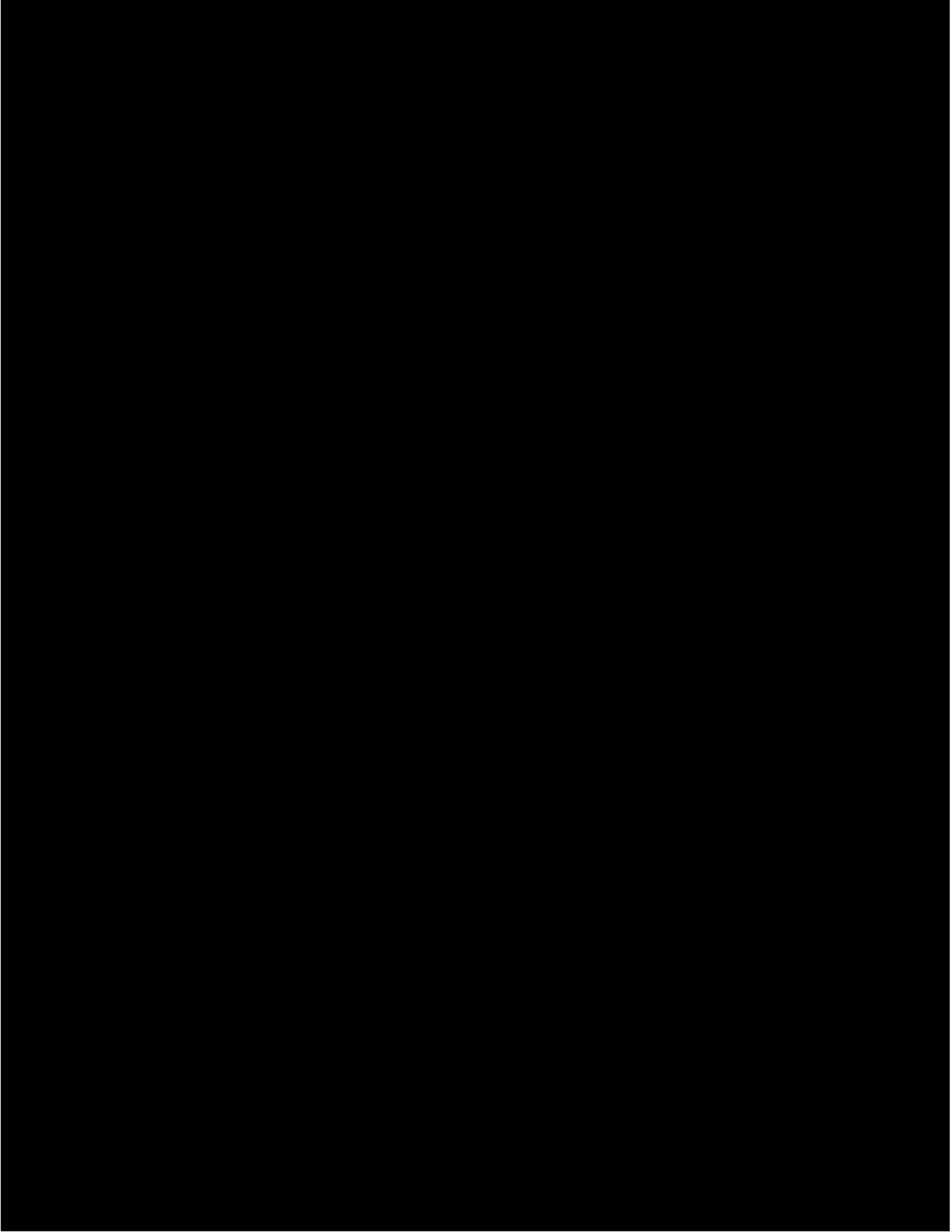














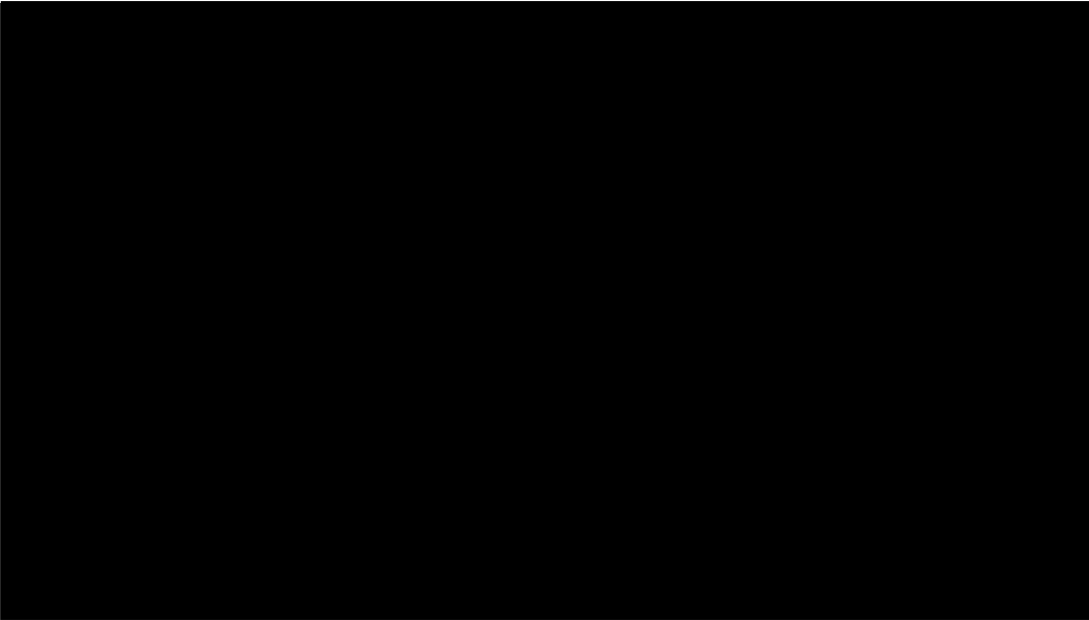
**ARTICLE X
EFFECT OF CONFIRMATION**

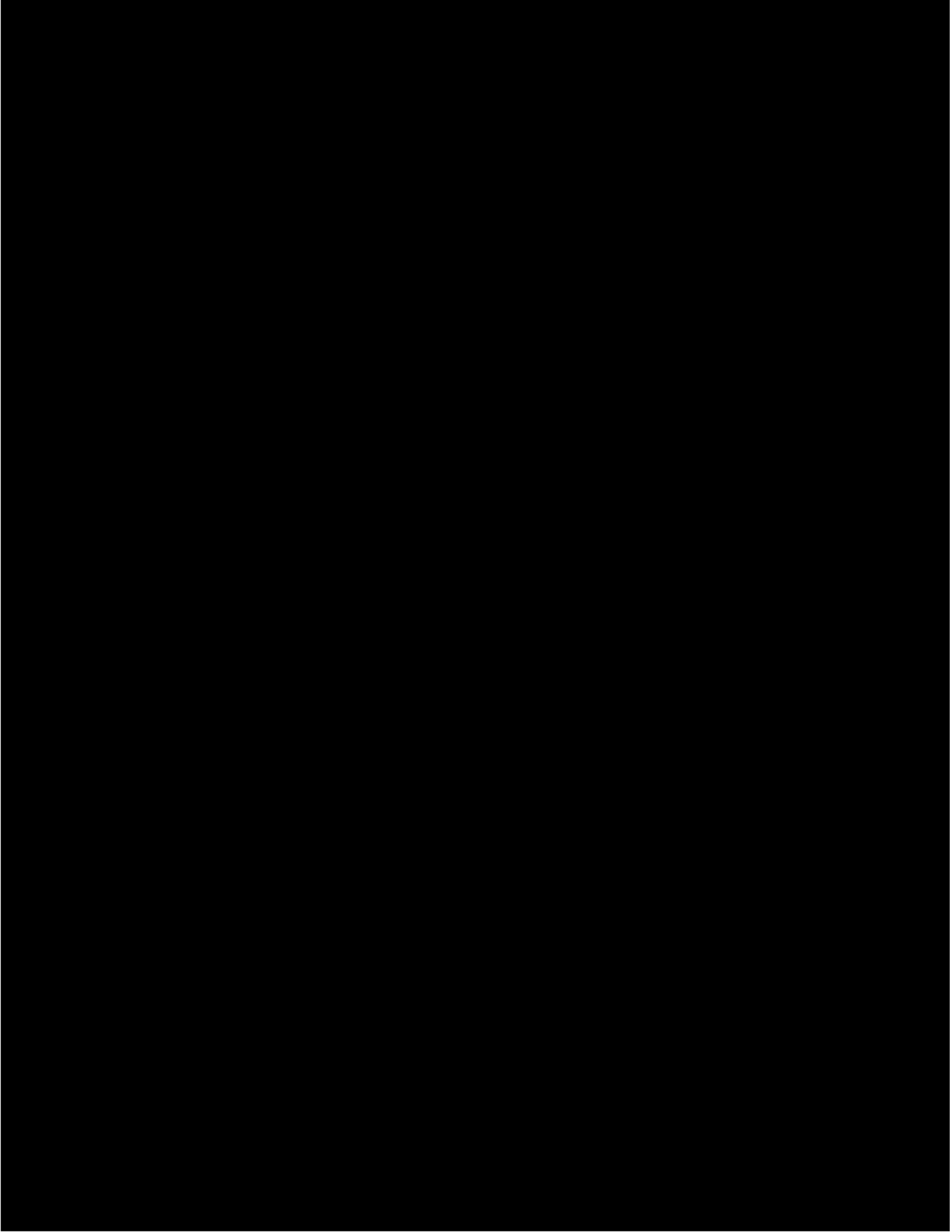
10.1 Legally Binding Effect

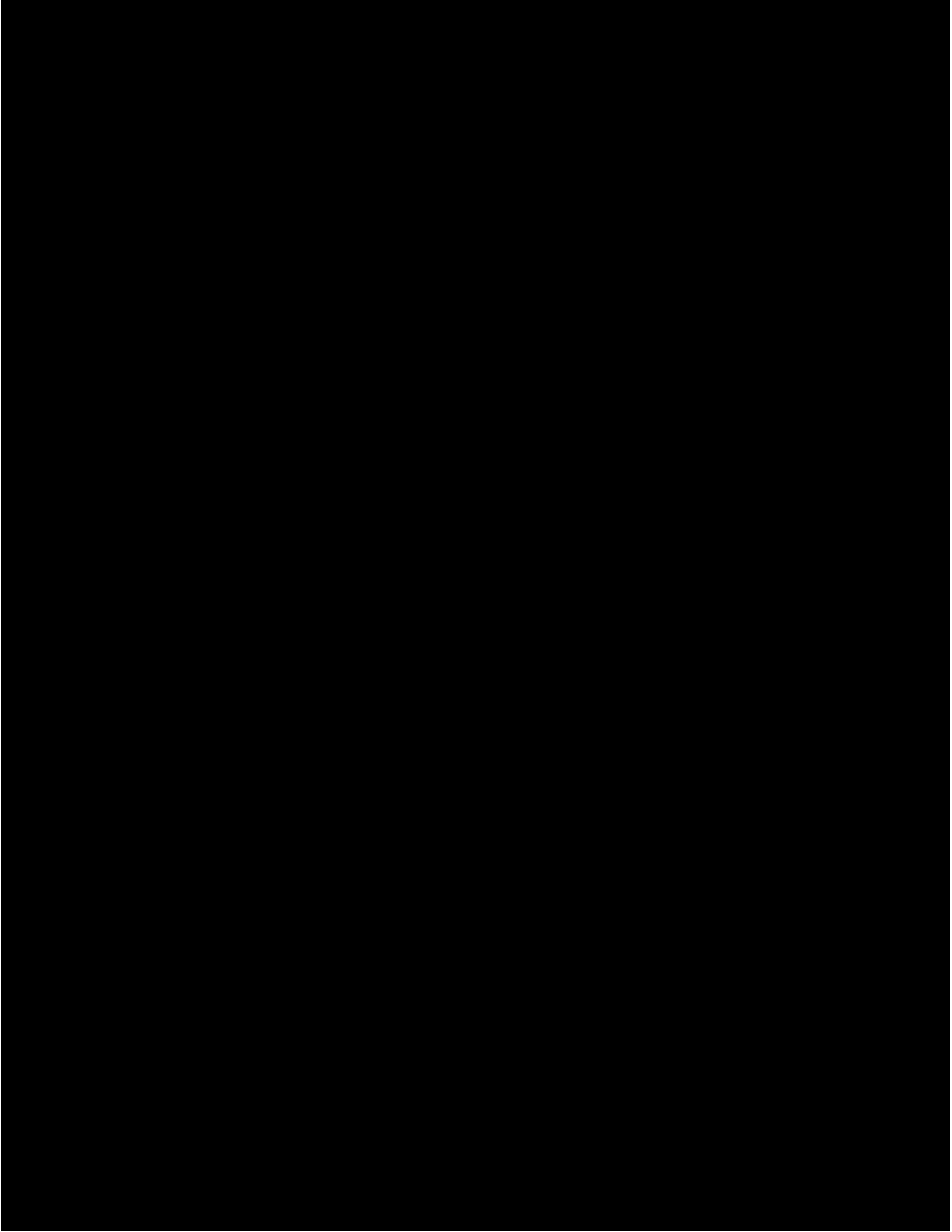
The provisions of the Plan shall bind all Creditors and Interest Holders, whether or not they accept the Plan and wherever located. On and after the Effective Date, all holders of Claims and Equity Interests shall be precluded and enjoined from asserting any Claim or Equity Interest against the Debtor or its assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan.

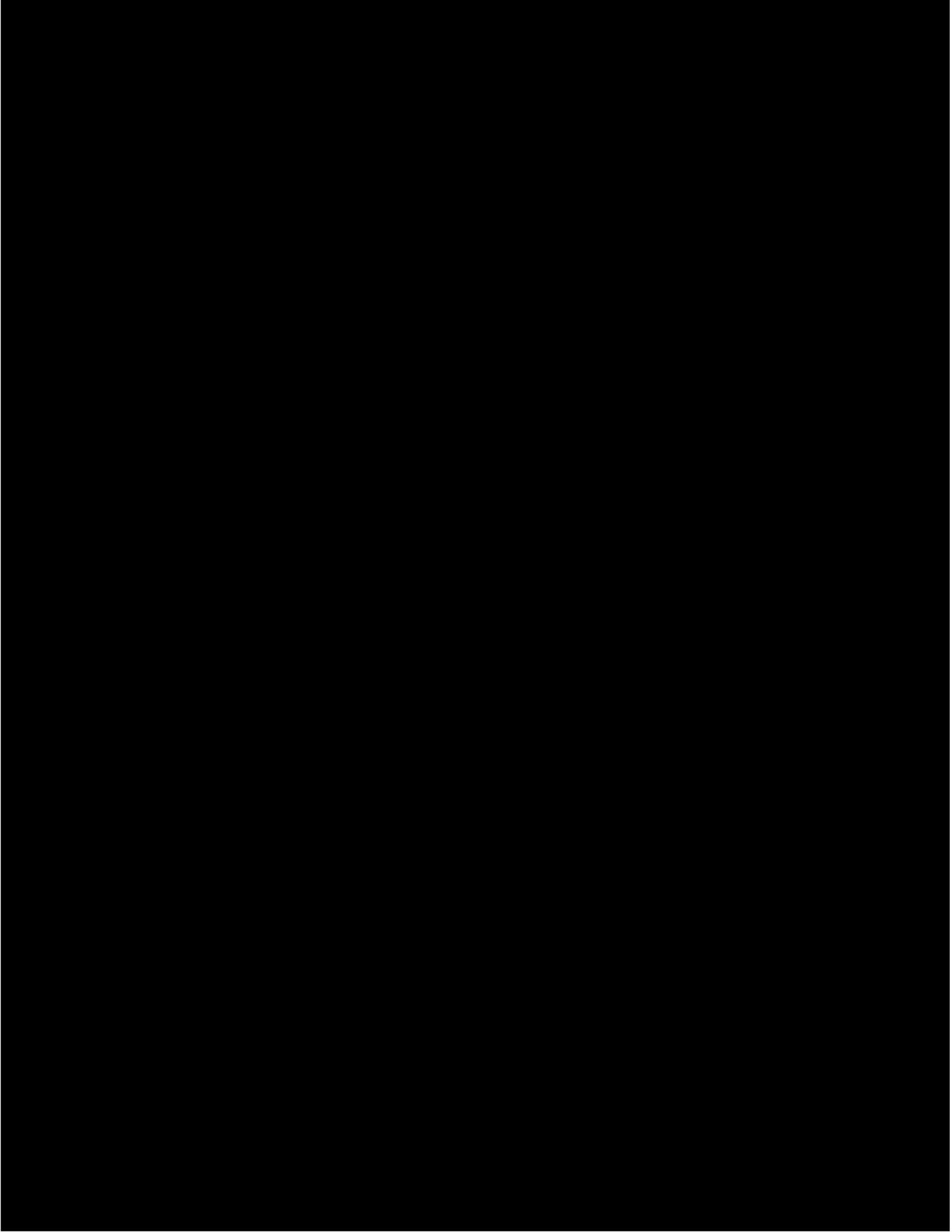
10.2 Vesting of Property of Debtor in Reorganized Debtor

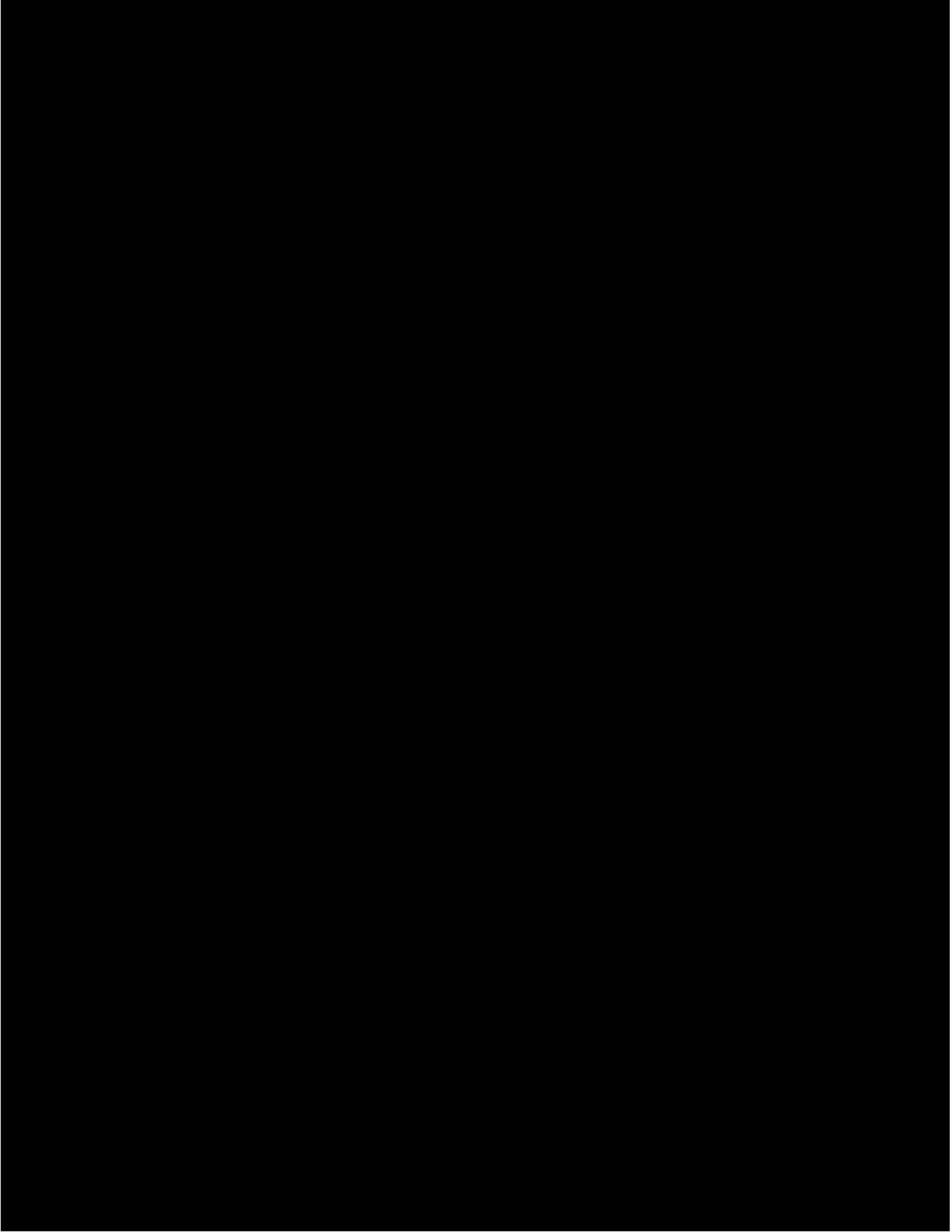
On the Effective Date, except as otherwise expressly provided in the Plan or Confirmation Order, all Estate Property, other than the Distribution Trust Assets, shall vest in the Reorganized Debtor free and clear of all Liens, Claims, and encumbrances of any kind, except as otherwise provided in the Plan.

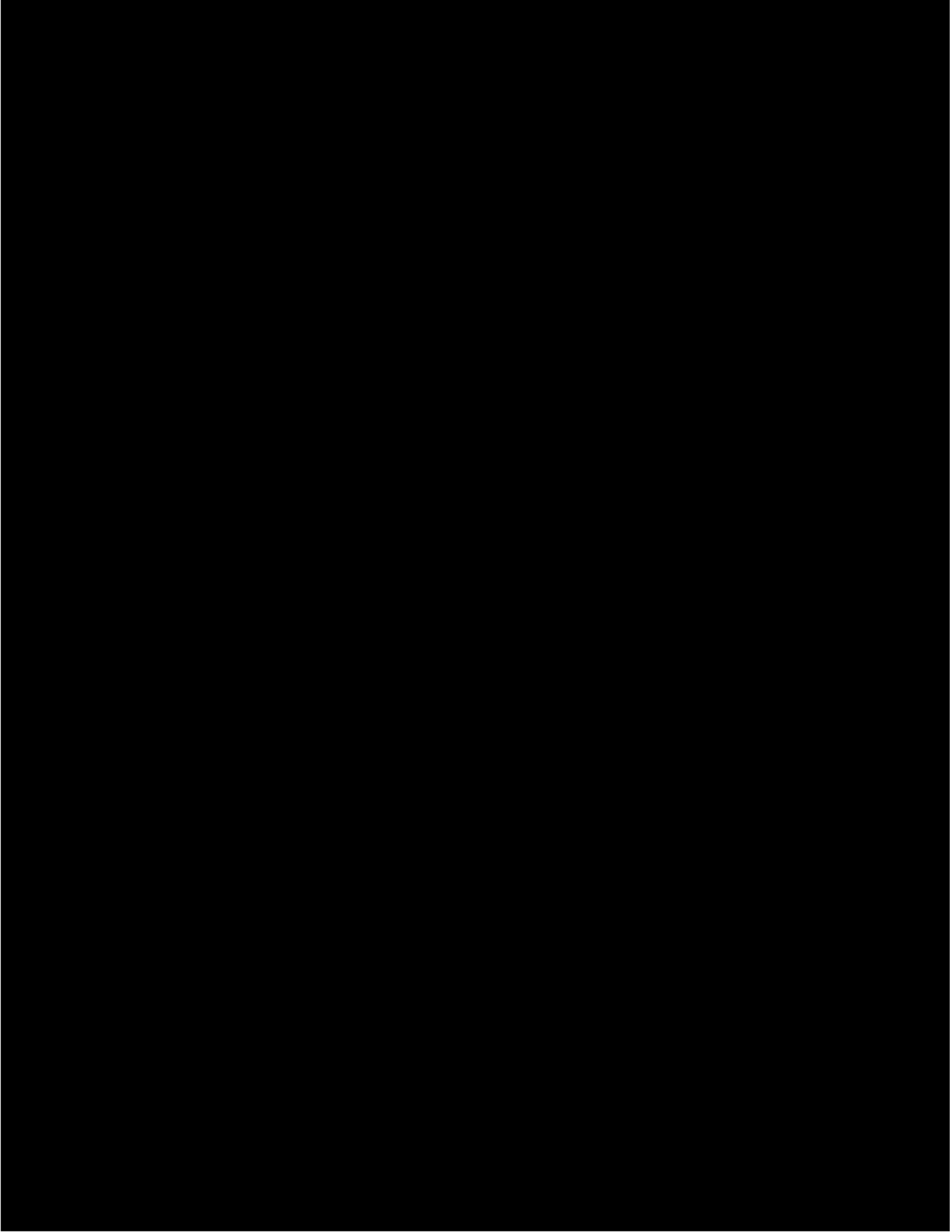


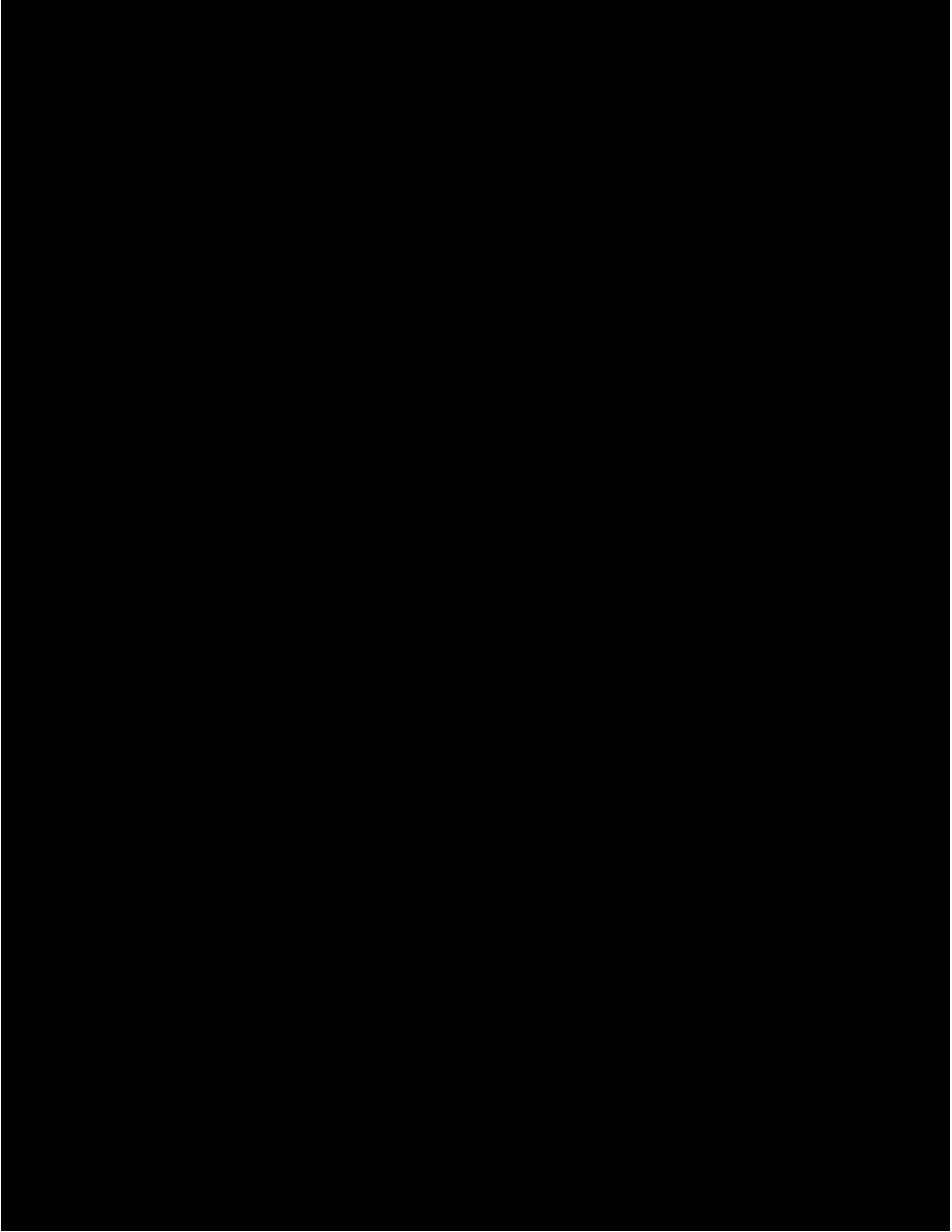


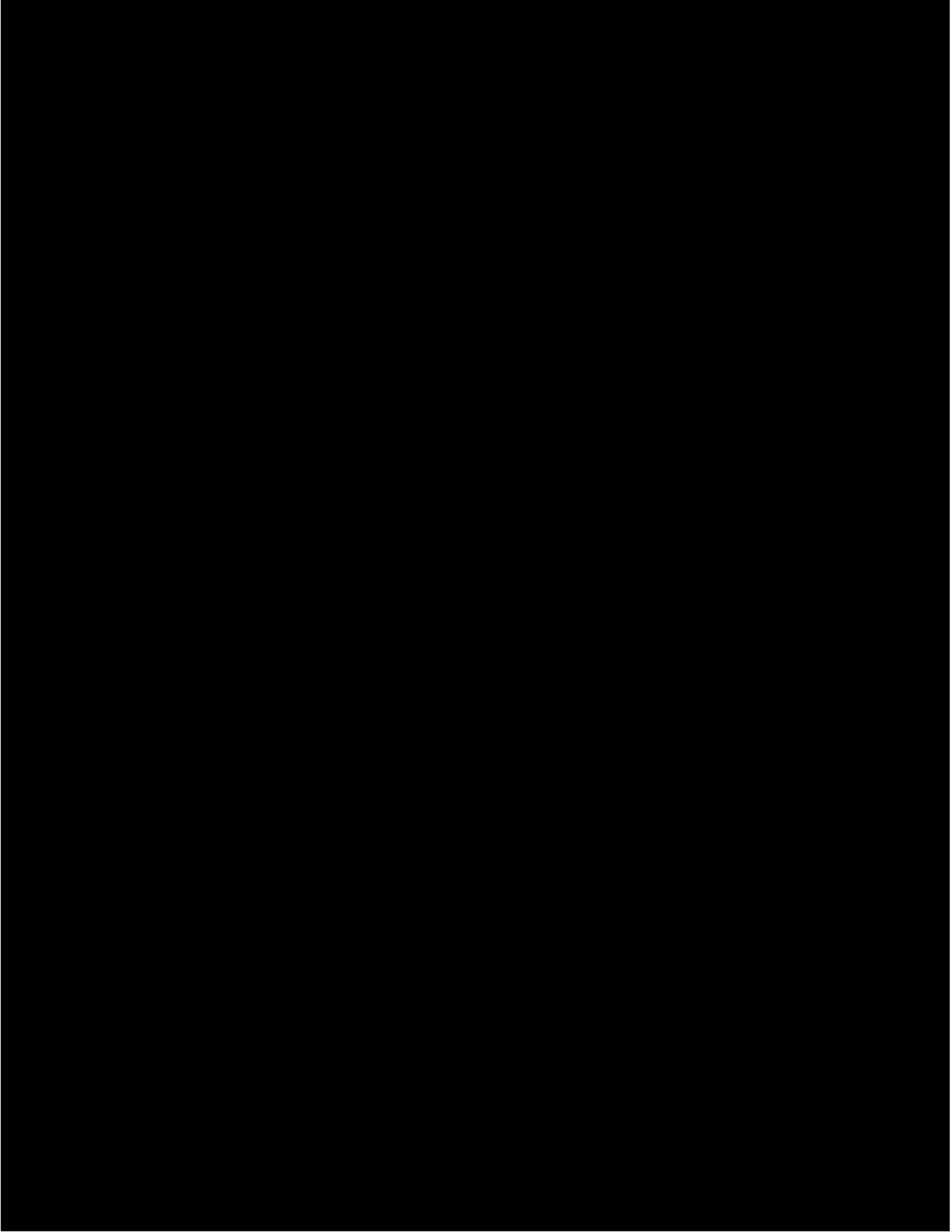


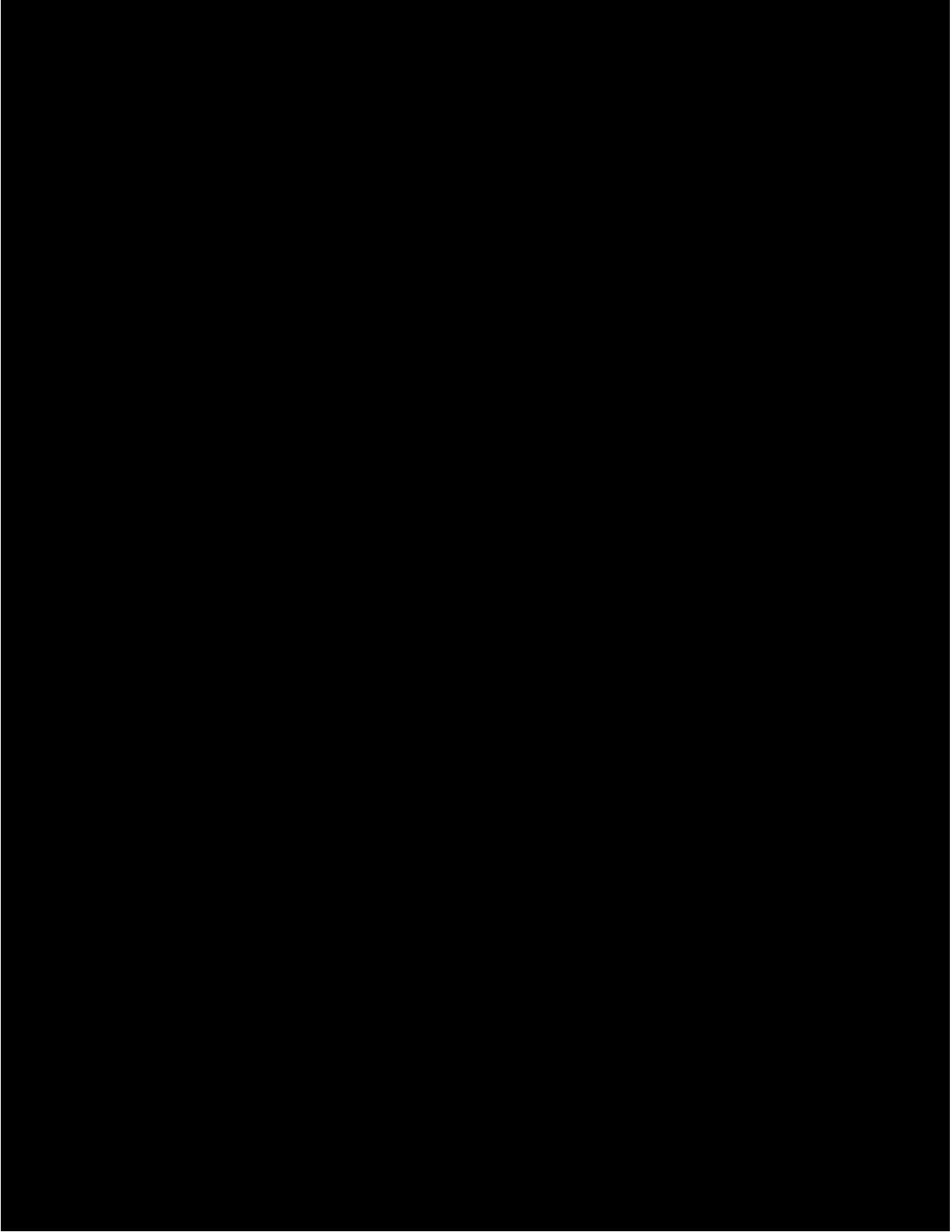


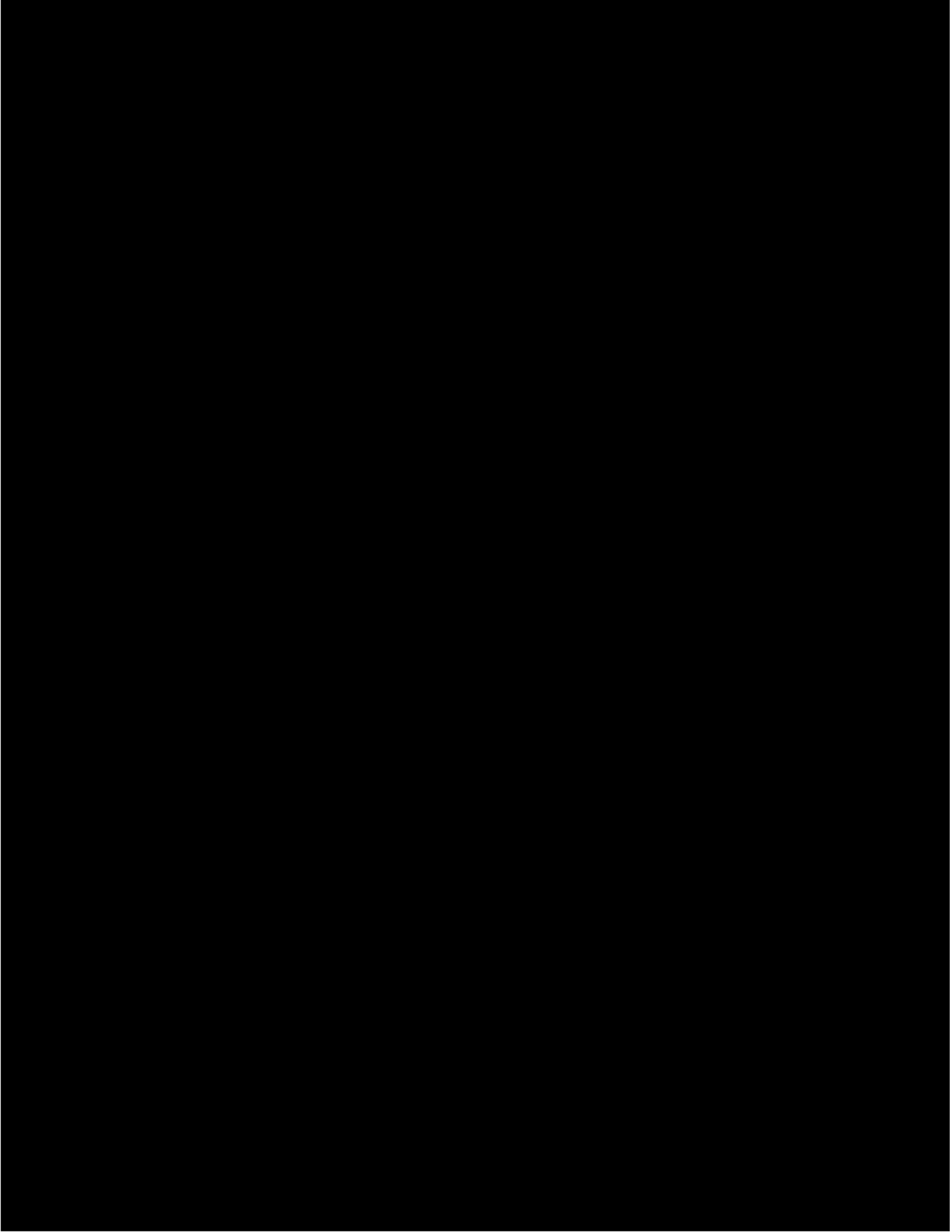


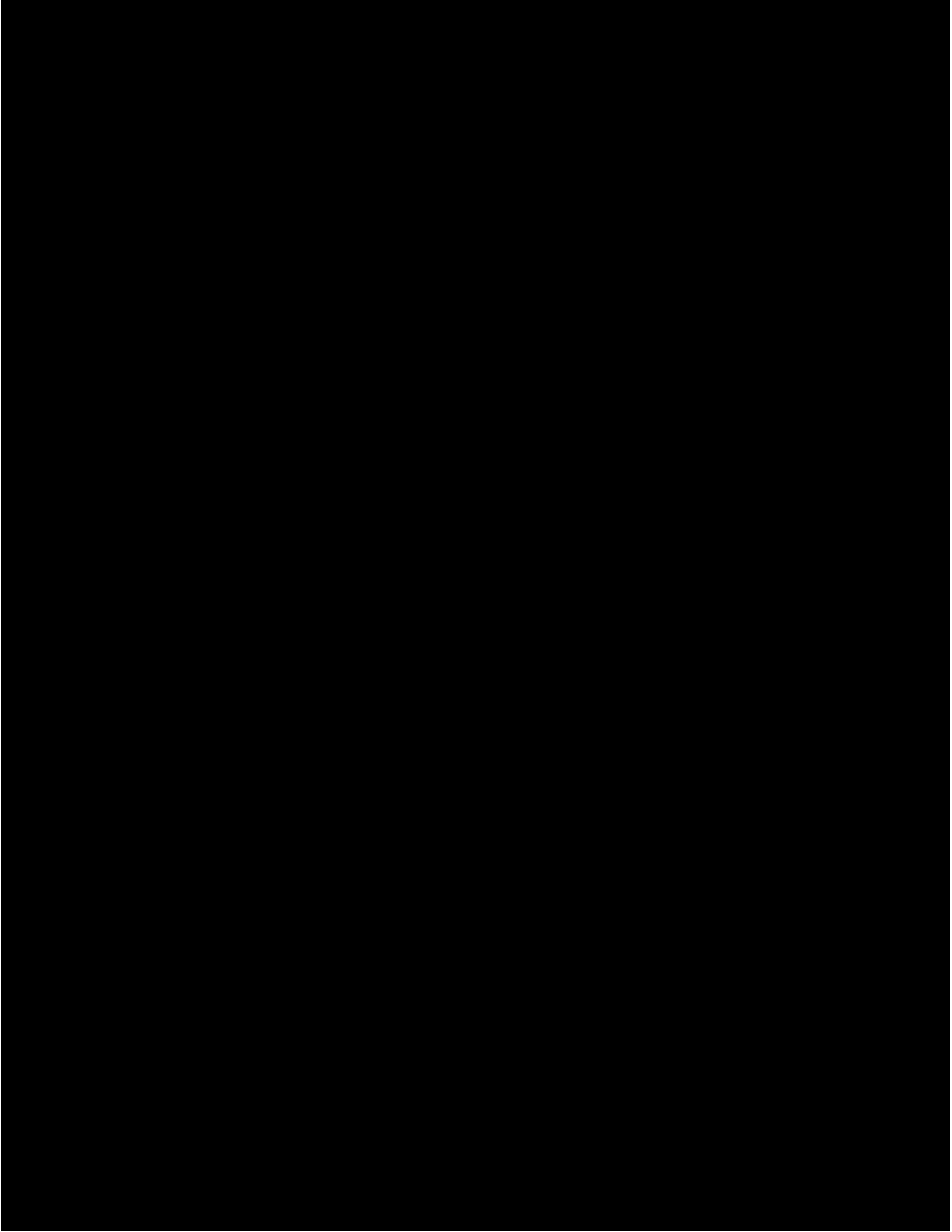












14.2 Final Decree

On full consummation and performance of the Plan and Plan Documents, the Distribution Trustee may request the Bankruptcy Court to enter a final decree closing the Bankruptcy Case and such other orders that may be necessary and appropriate.

Dated: March 31, 2015

HIPCRICKET, INC.

/s/ Todd Wilson

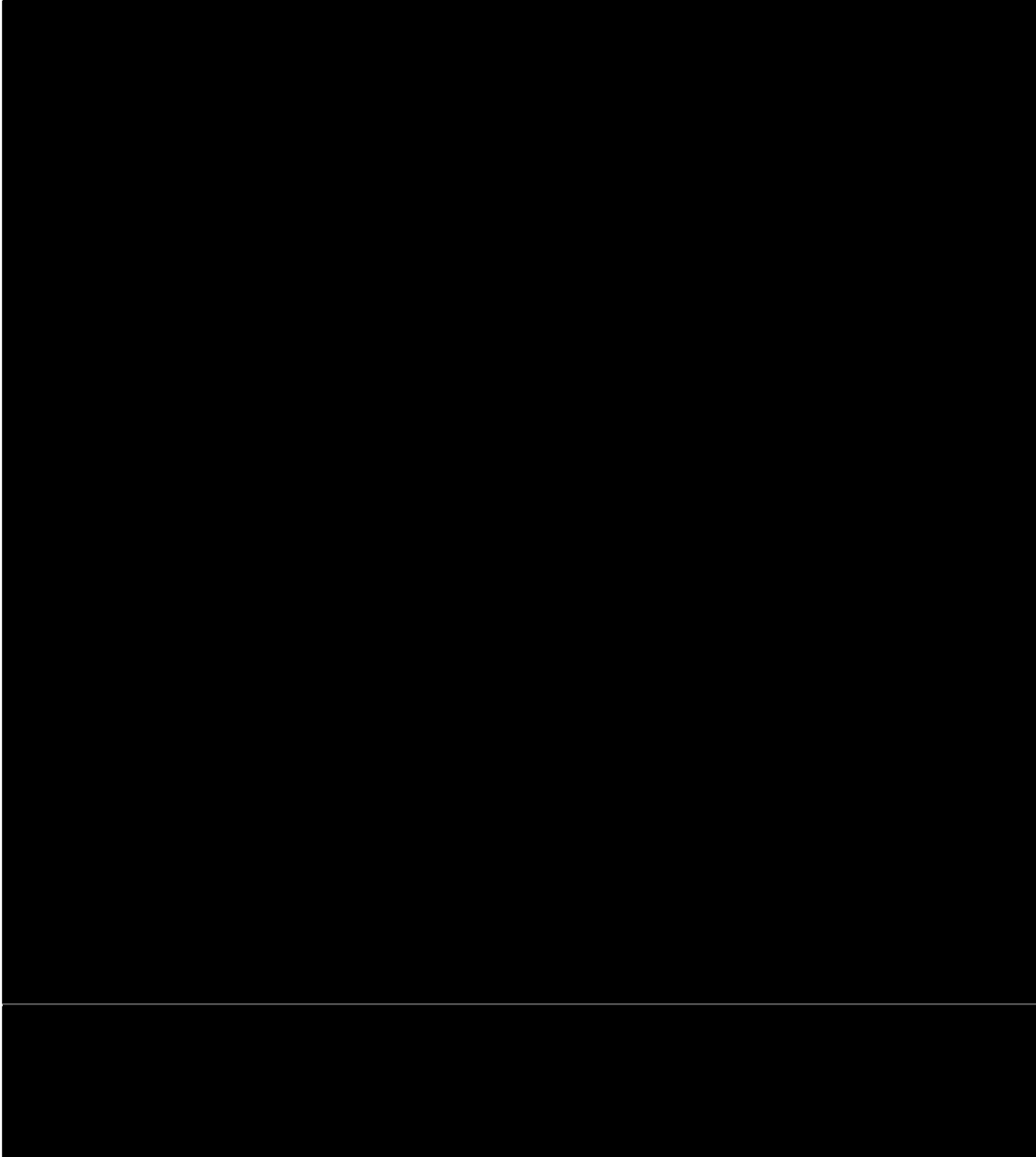
Todd Wilson
Chief Executive Officer
110 110th Avenue NE, Suite 410
Bellevue, Washington 98005
Debtor and Debtor-in-Possession and Proponent

ESW CAPITAL, LLC

/s/ Andrew Price

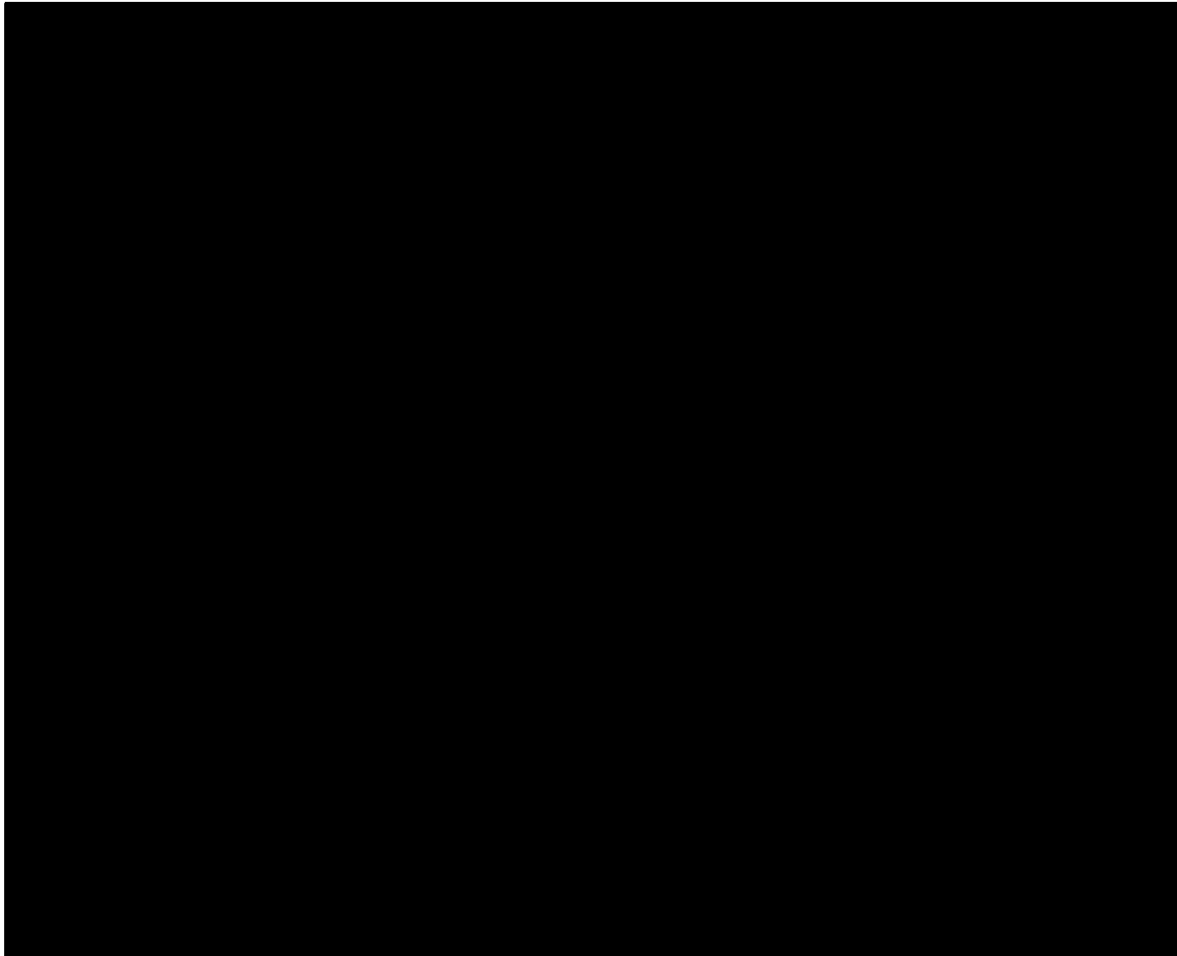
Andrew Price
Chief Financial Officer
401 Congress Ave., Suite 2650
Austin, Texas 78701
Plan Sponsor and Proponent

EXHIBIT A
Glossary of Defined Terms

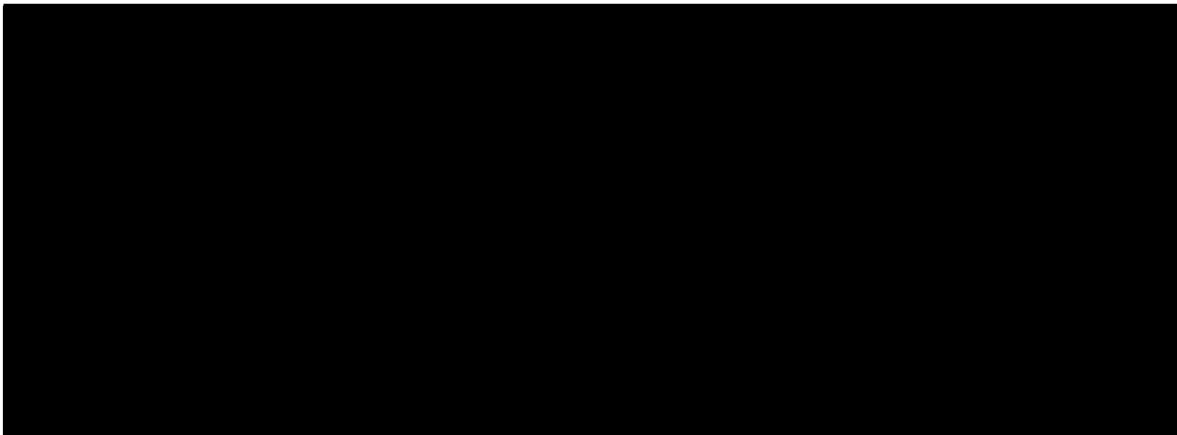


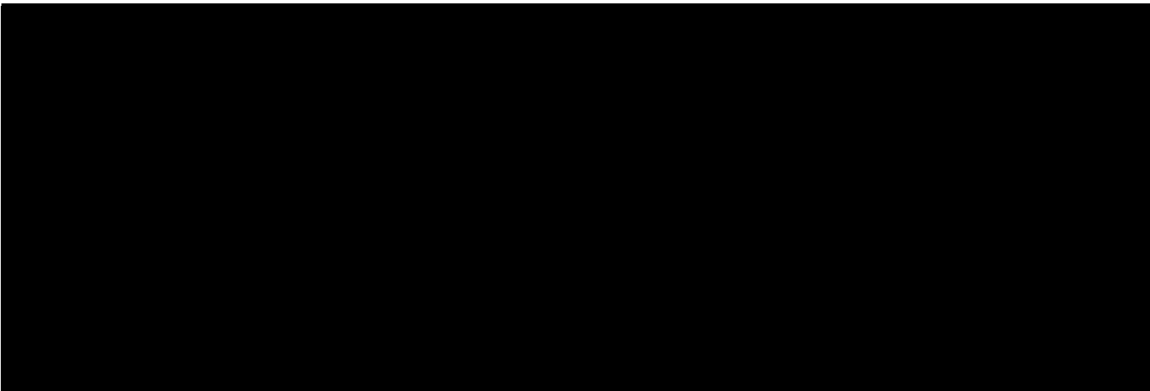
"Allowed DIP Claim" means the Administrative Claim of the DIP Lender under the DIP Note.



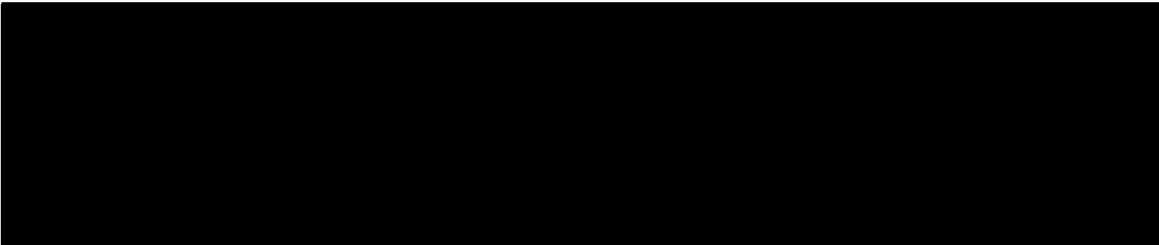


"Bankruptcy Case" means *In re Hipcricket, Inc.*, Case No. 15-10104 (LSS) in the United States Bankruptcy Court for the District of Delaware.

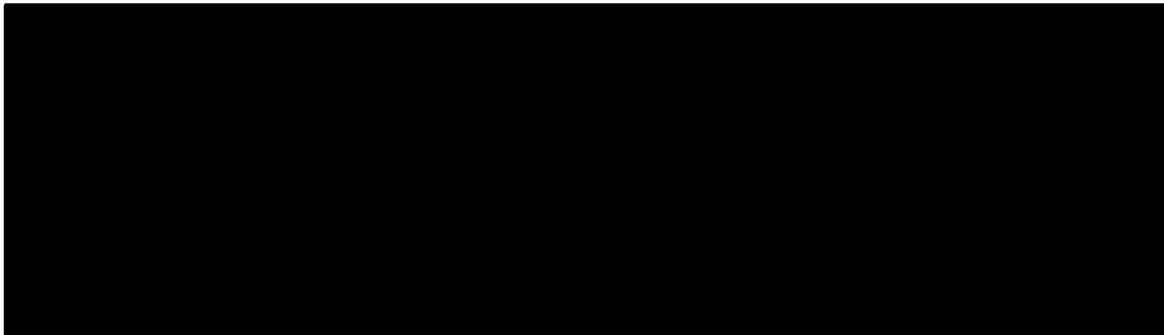




"Claim" has the meaning assigned to such term by section 101(5) of the Bankruptcy Code.

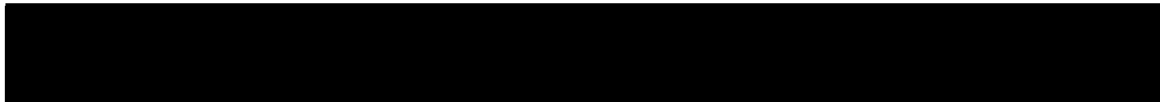


"Closing" means the closing of the transactions contemplated under Article VI of the Plan.



"Confirmation Order" means the Order of the Bankruptcy Court approving and confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

"Consideration" means Cash paid by the Plan Sponsor in the amount of \$8,250,000, subject to the Subscription Option. For the avoidance of doubt, the Consideration payable by the Plan Sponsor under the Plan shall be reduced on a dollar-for-dollar basis to reflect the amount of Allowed DIP Claim exchanged for New Equity pursuant to the Subscription Option.





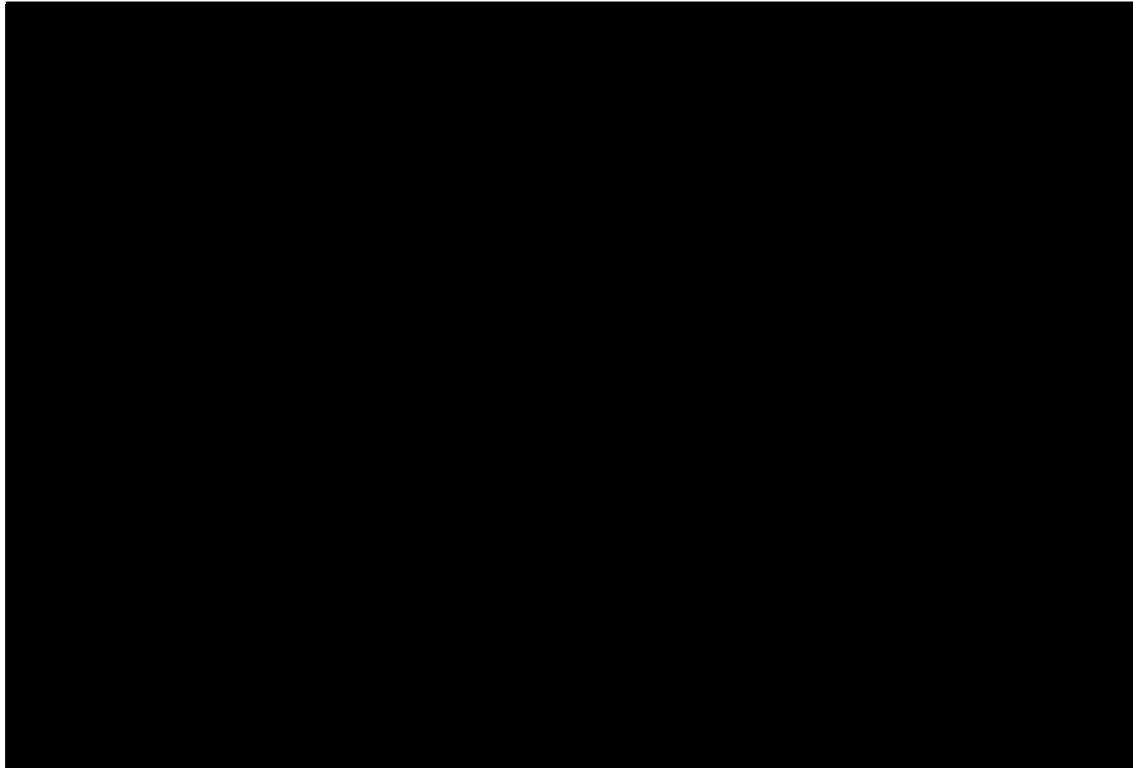
"D&O Policies" means all current and prior director and officer insurance policies of Debtor and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any insurance recoveries.

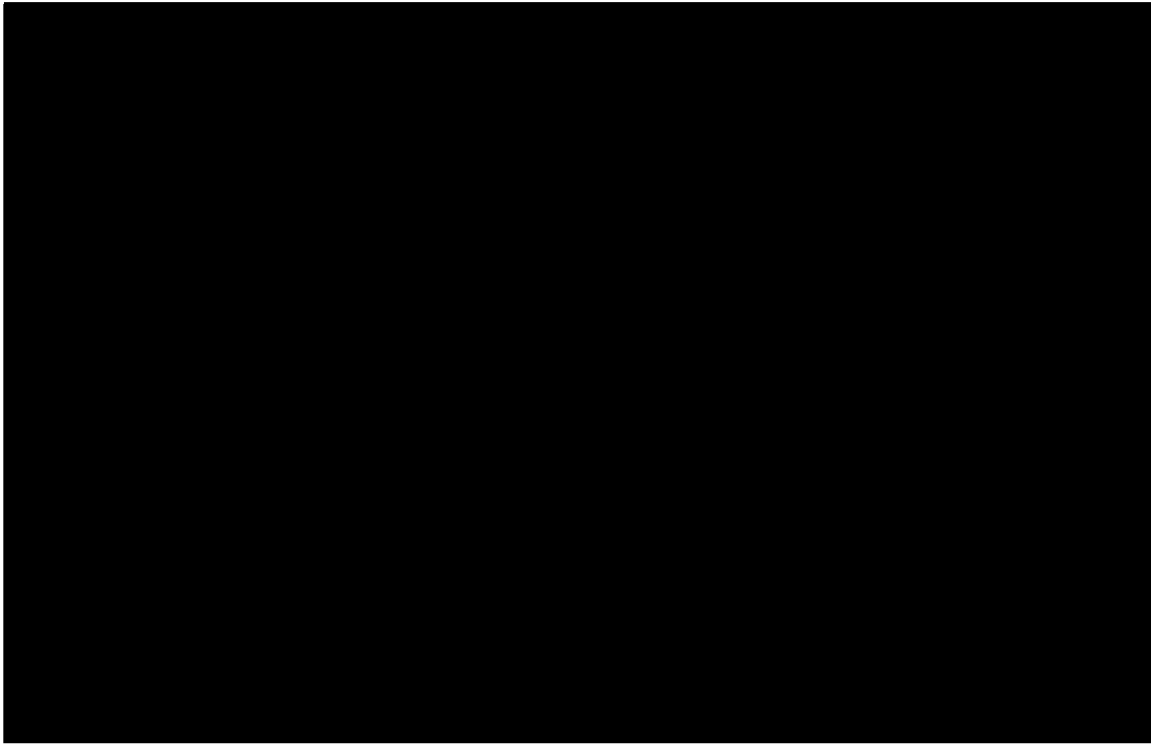
"Debtor" means Hipcricket, Inc., a Delaware corporation and debtor-in-possession in the Bankruptcy Case.

"Debtor-in-Possession" means the Debtor in its capacity as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

"DIP Note" means the Debtor-In-Possession Note, dated as of [2015], by and between the Debtor and the DIP Lender and approved by the Bankruptcy Court, as subsequently amended or modified.

"DIP Lender" means ESW Capital, LLC, in its capacity as debtor-in-possession lender under the DIP Note.



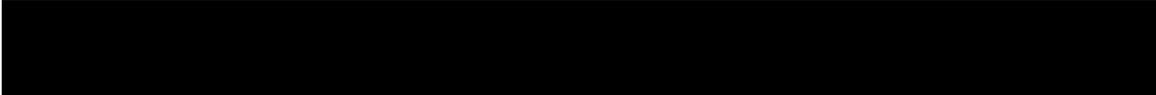


"Distribution Trust" means the trust established under the Plan and the Distribution Trust Agreement.

"Distribution Trust Account" means the segregated interest bearing account established by the Distribution Trust into which shall be deposited (a) the Distribution Trust Fund, (b) the proceeds of the Distribution Trust Avoidance Actions, and (c) the proceeds of the liquidation of all other Distribution Trust Assets.

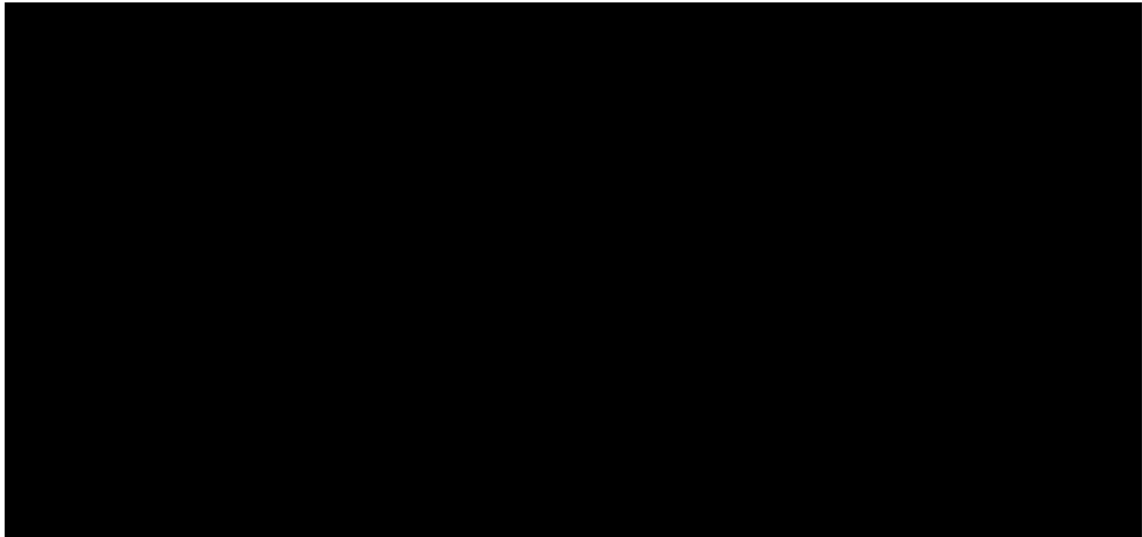
"Distribution Trust Agreement" means the trust agreement that establishes the Distribution Trust and governs the powers, duties, and responsibilities of the Distribution Trustee and the Oversight Board. The Distribution Trust Agreement shall be part of the Plan Supplement.

"Distribution Trust Assets" means, collectively, (a) the Distribution Trust Avoidance Actions, (b) the Distribution Trust Fund, and (c) the D&O Policies.



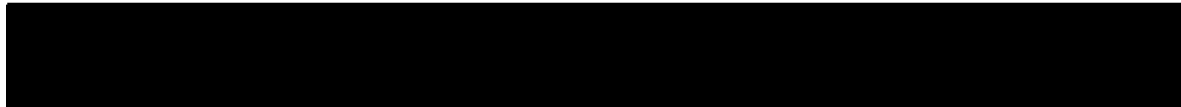
"Distribution Trust Avoidance Actions" means the Avoidance Actions against any Insider held by the Debtor on the Effective Date and transferred to the Distribution Trust at the Closing.

"Distribution Trust Fund" means Consideration to be funded to the Distribution Trust Account after payment of certain obligations on the Effective Date, including the Allowed DIP Claim and obligations under 6.4(e) of the Plan.



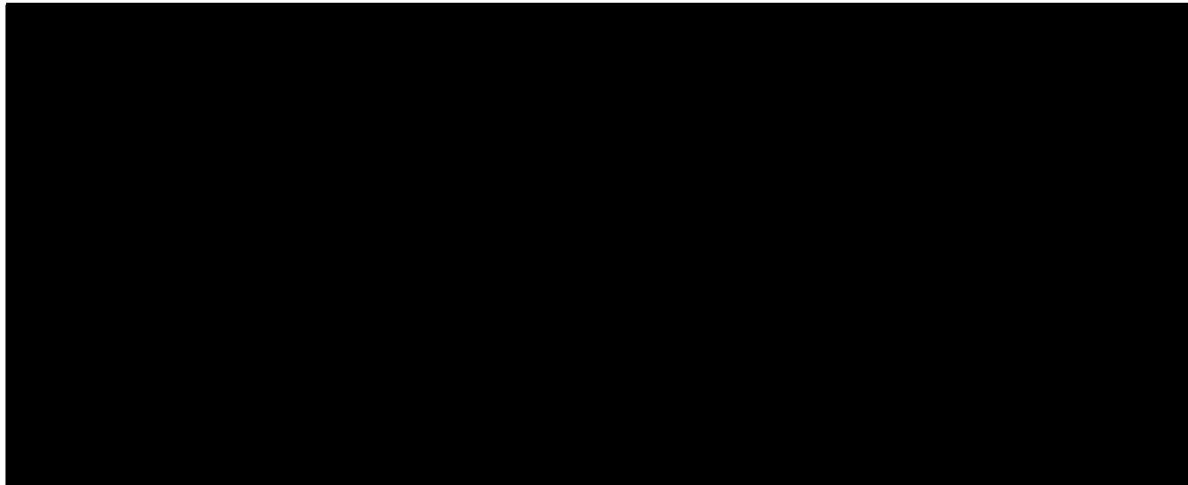
"District Court" means the United States District Court for the District of Delaware.

"Effective Date" means the first Business Day following the Confirmation Date on which (a) the Confirmation Order is not stayed, (b) all conditions to the effectiveness of the Plan have been satisfied or waived as provided in the Plan, and (c) the Reorganized Debtor has Filed a notice of the Effective Date.



"Estate" means the estate created upon the filing of the Bankruptcy Case pursuant to section 541 of the Bankruptcy Code, together with all rights, claims and interests appertaining thereto.

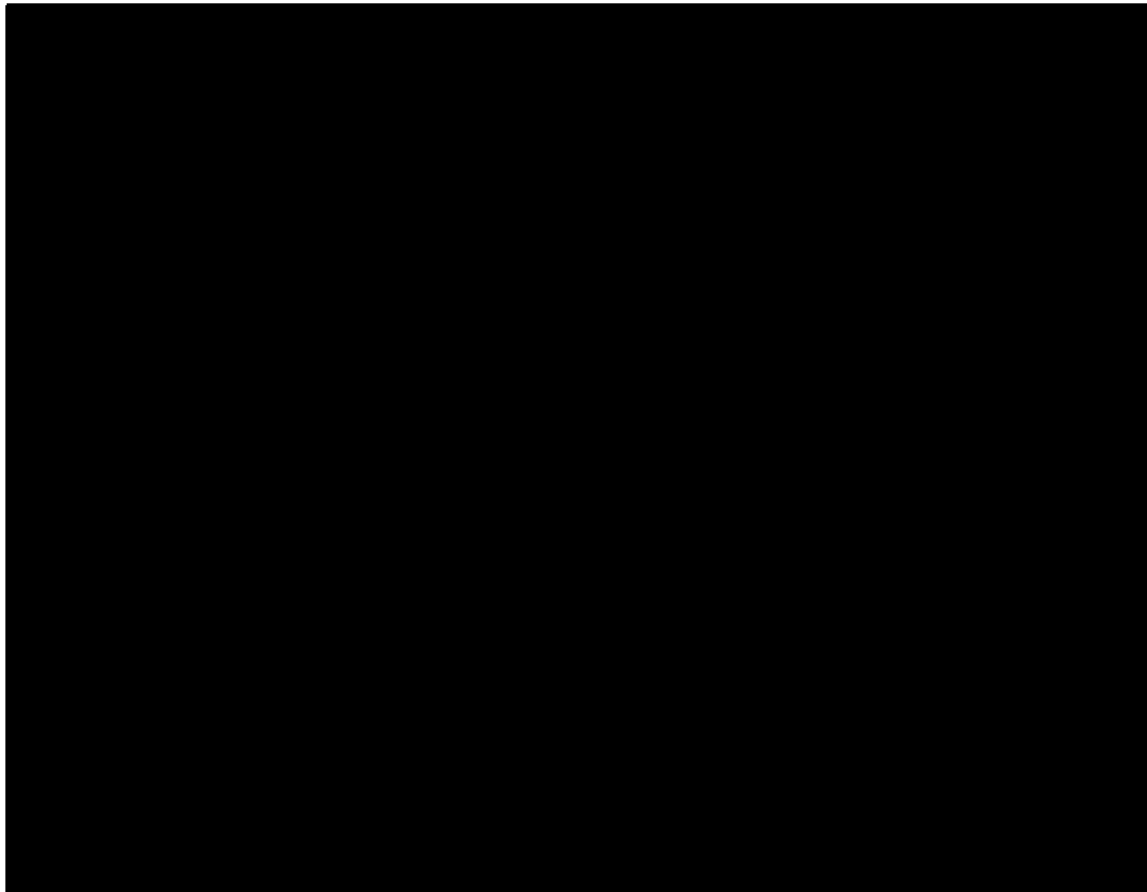
"Estate Property" means all right, title, and interest in and to any and all property of every kind or nature owned by the Debtor or its Estate on the Effective Date as defined by 11 U.S.C. § 541.



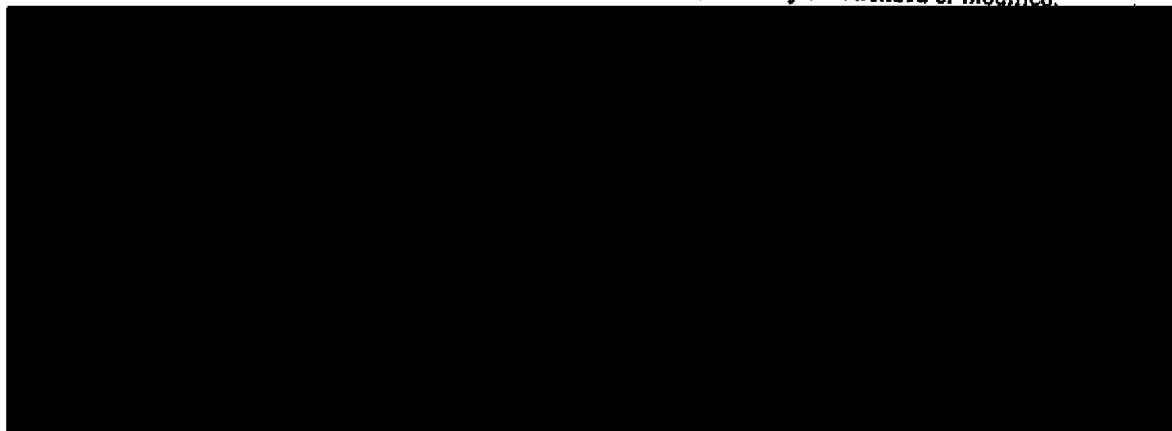


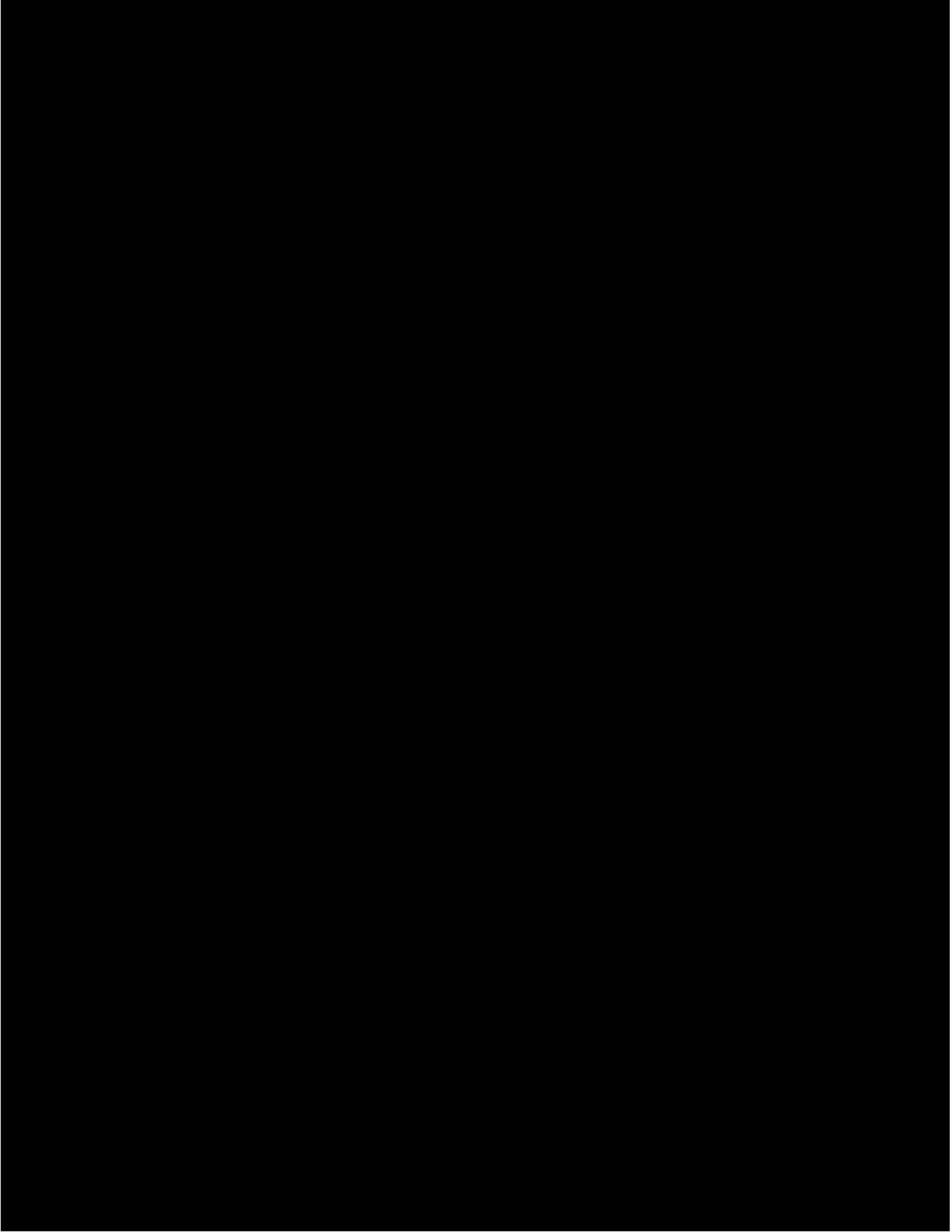
"IP" means intellectual property, including, without limitation, the following: (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates, catalogs, internet websites, and internet domain names and associated URL addresses; (v) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets; and (vi) all accounts, payment intangibles, commercial tort claims and other rights to payment, all other proprietary rights or other intellectual or other similar property, and all other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, and all proceeds of any IP.

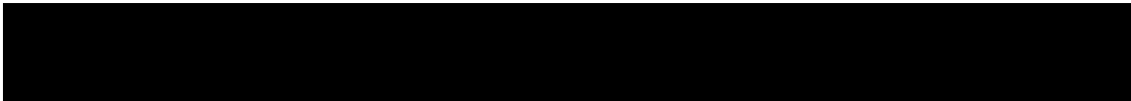
"Lien" means a charge against or interest in property to secure payment of a debt or performance of an obligation which has not been avoided or invalidated under any provision of the Bankruptcy Code or other applicable law.



"Plan" means this Plan of Reorganization of the Debtor, as it may be amended or modified.







"Reorganized Debtor" means the Debtor as it exists after the Effective Date.

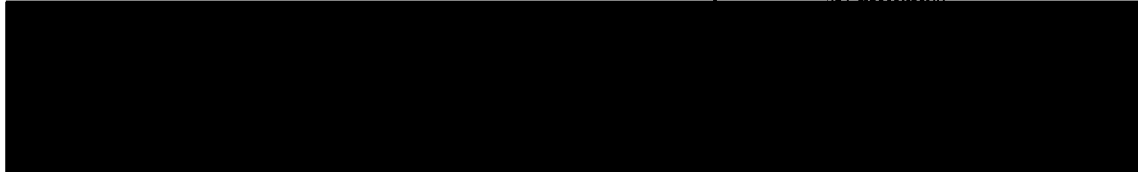
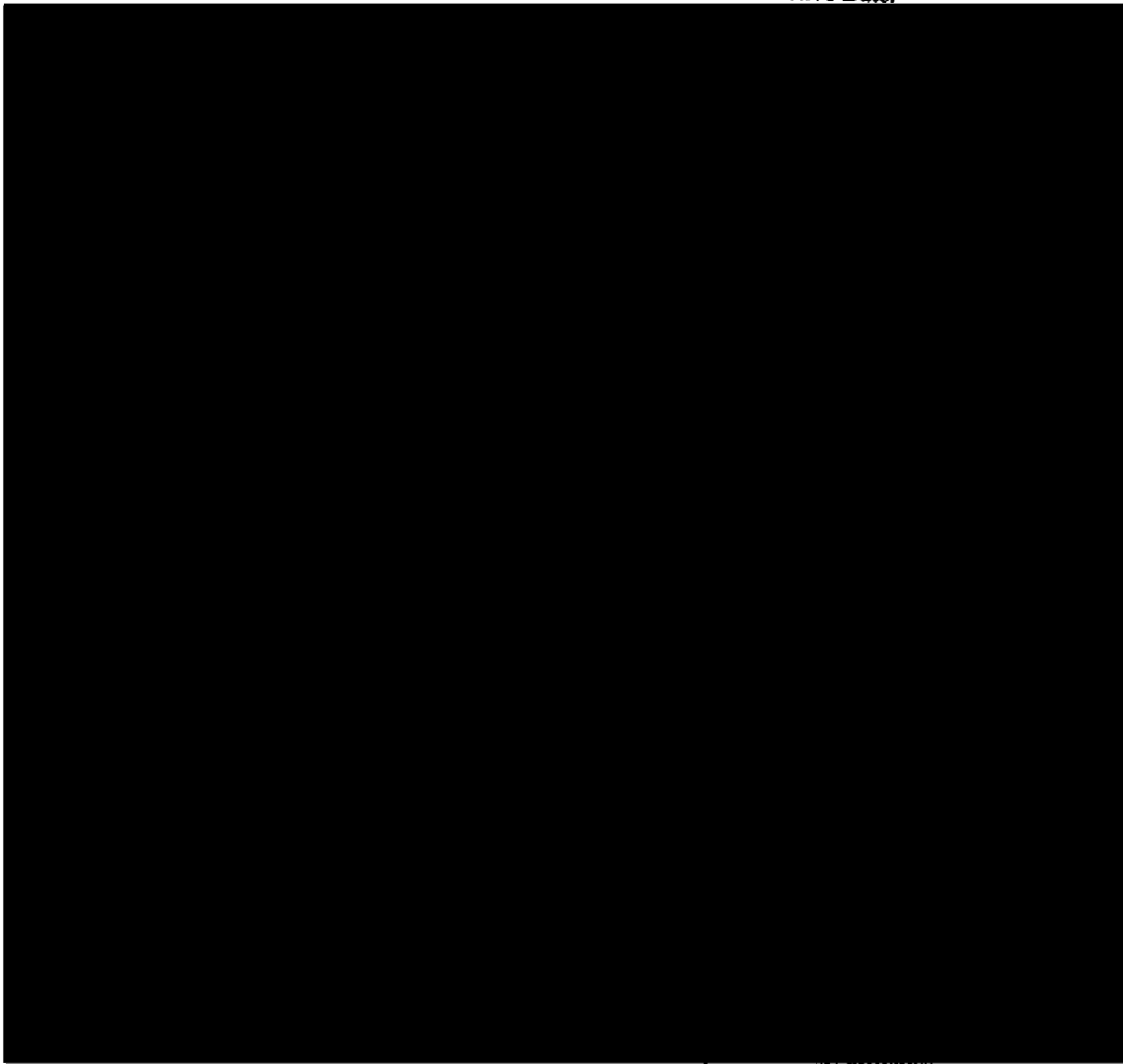
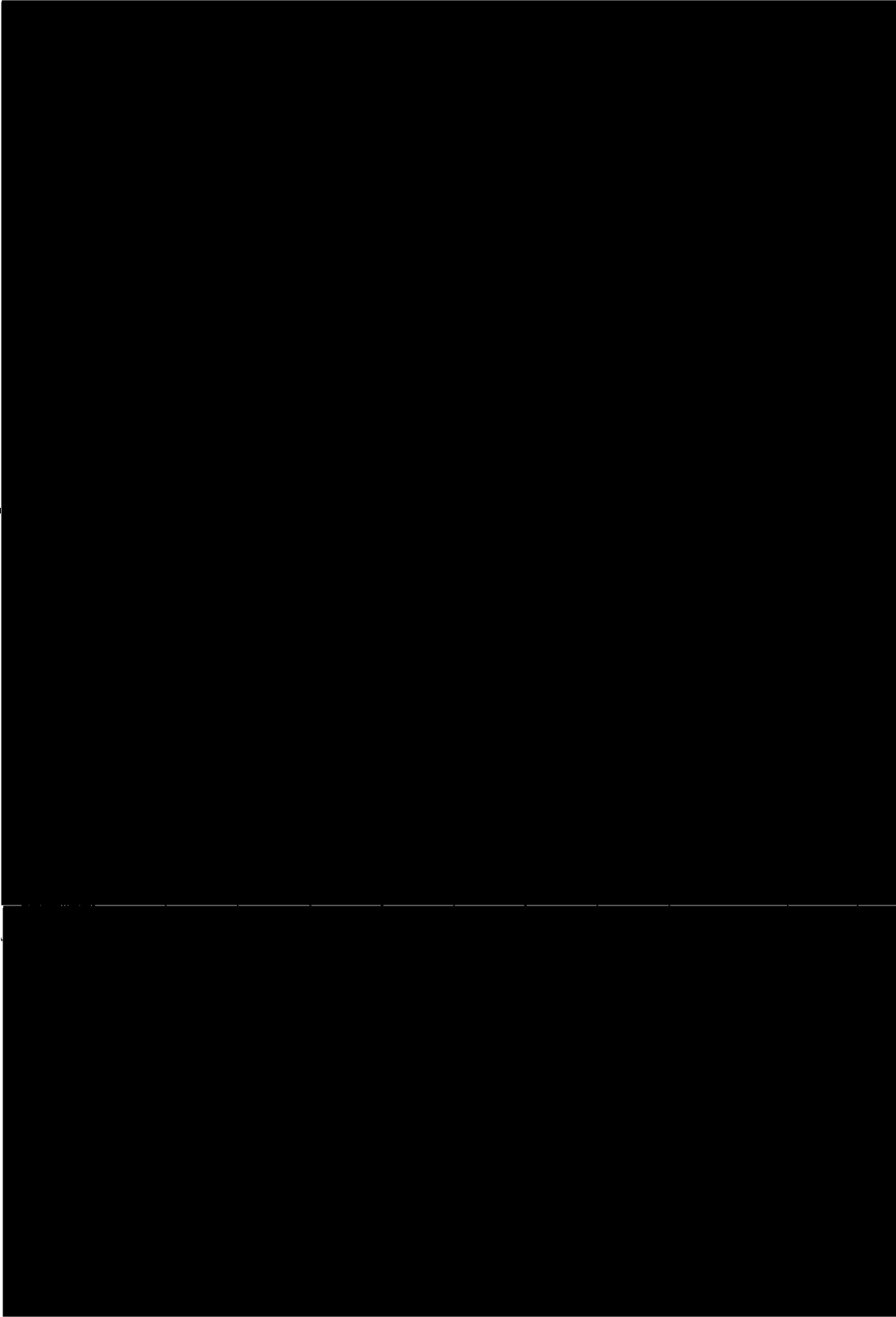
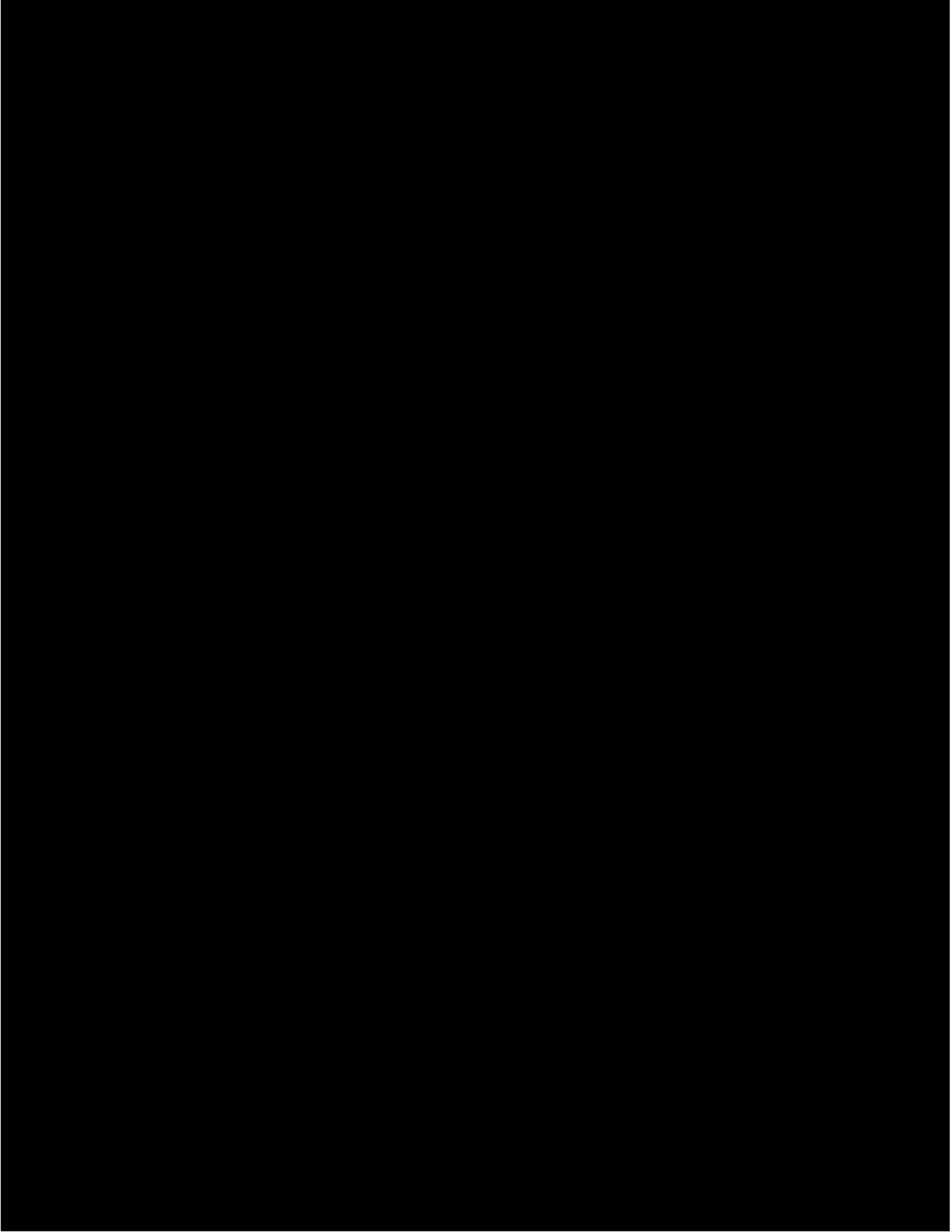


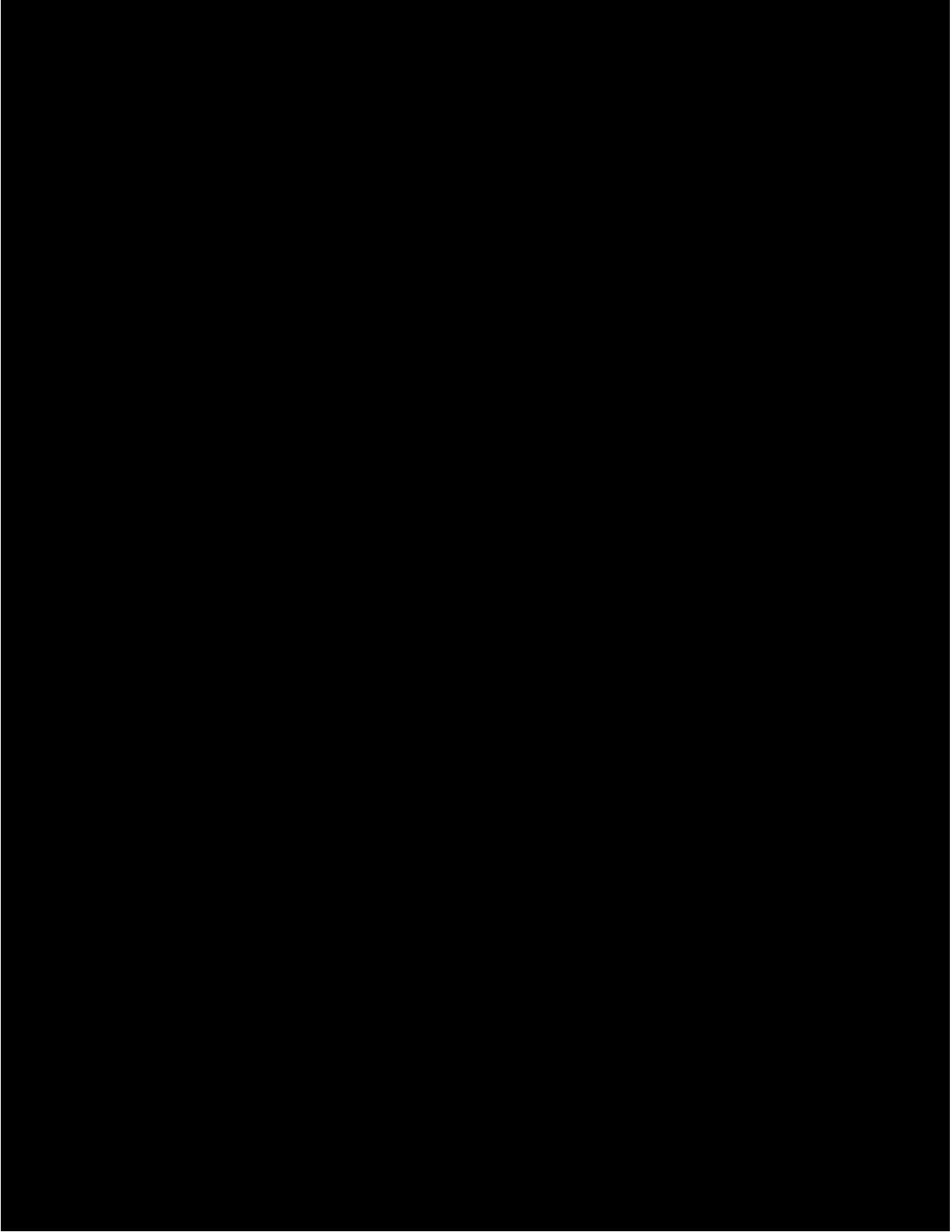
EXHIBIT B

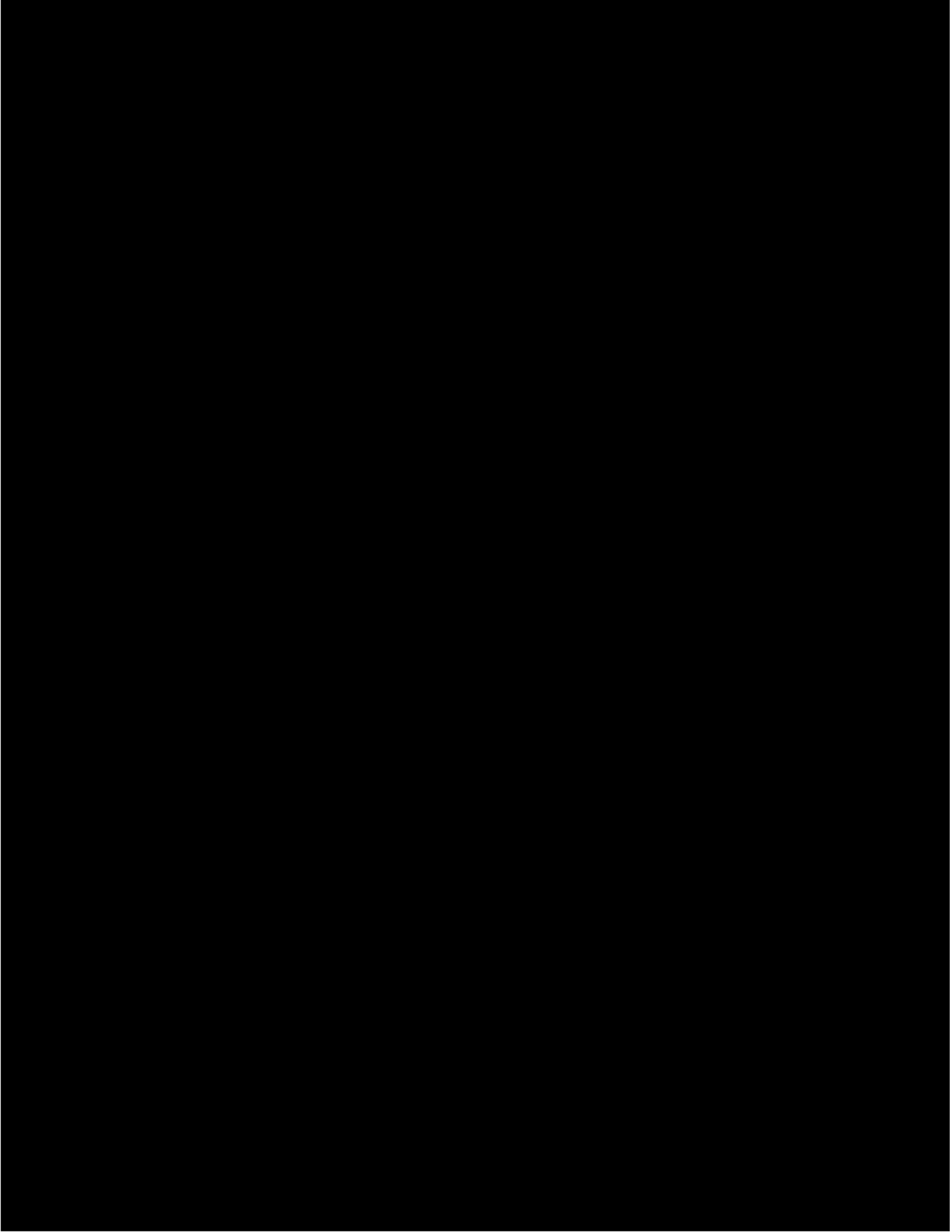
Schedule of Assumed Contracts and Unexpired Leases

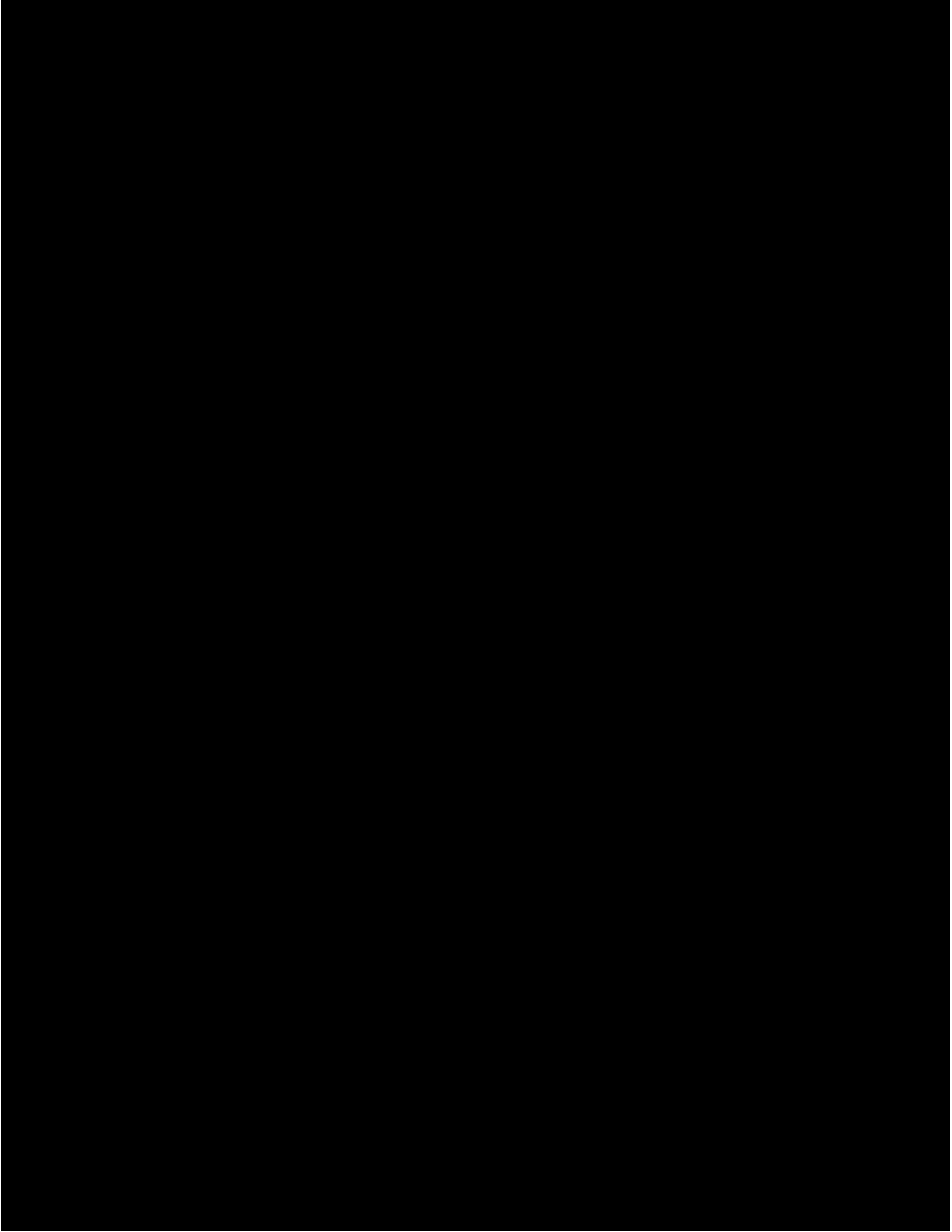


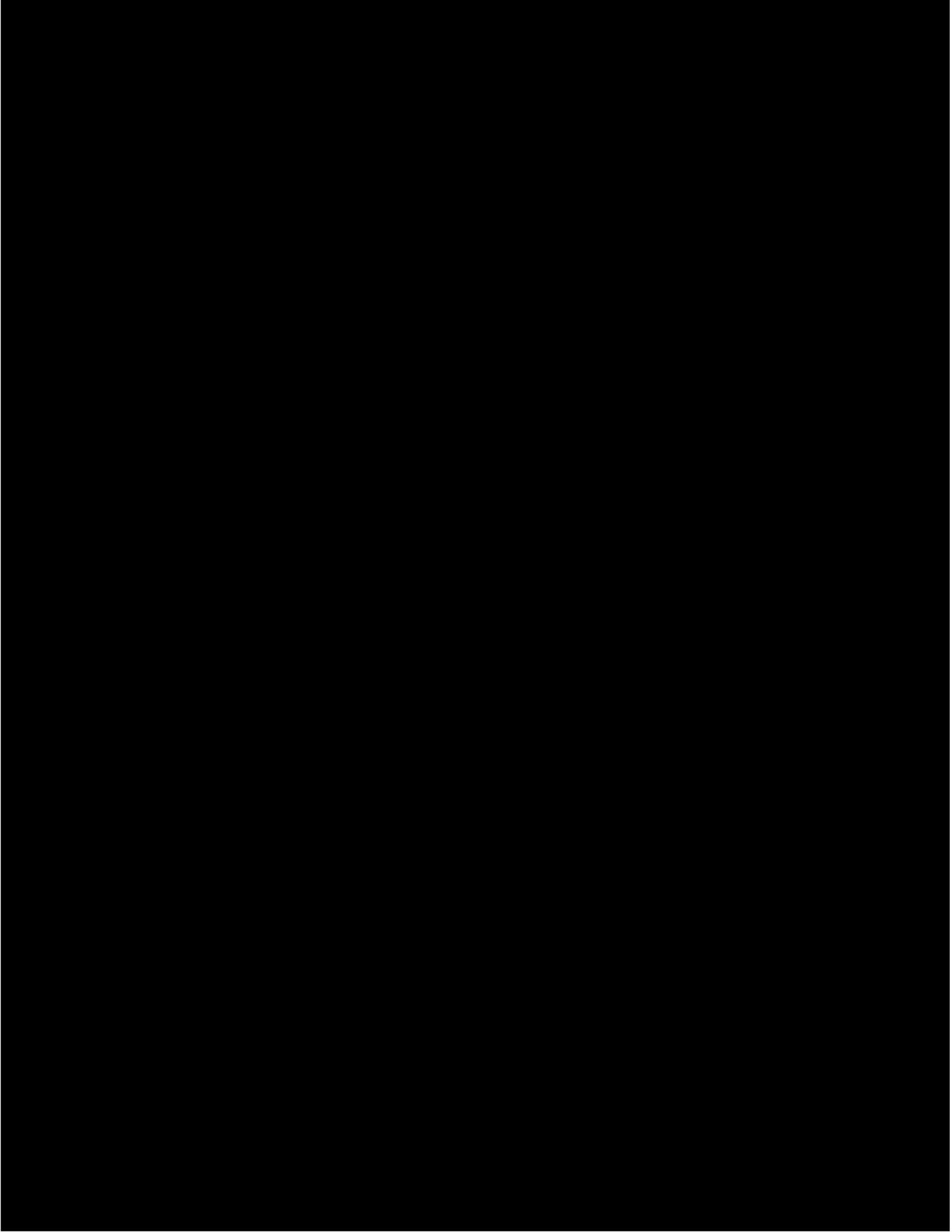
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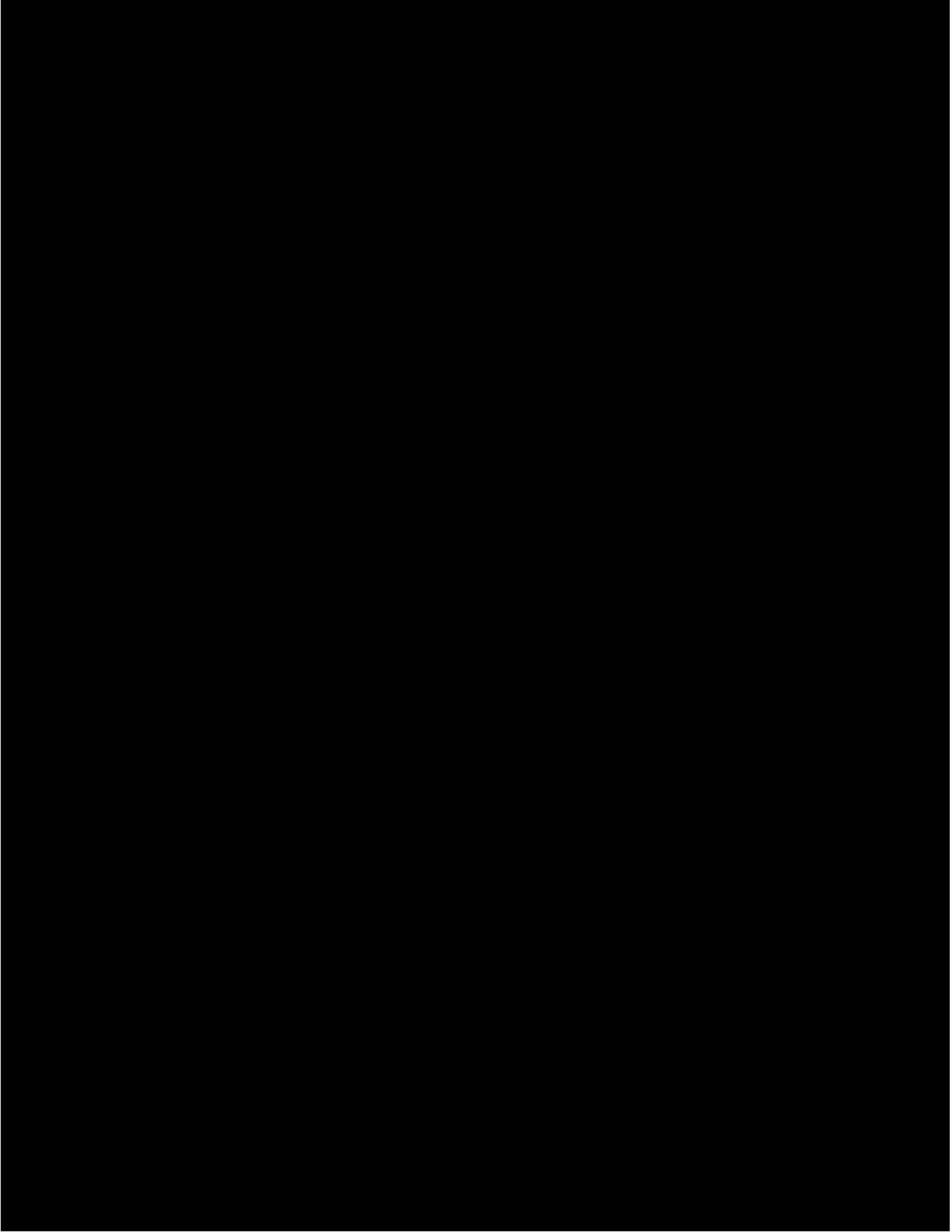


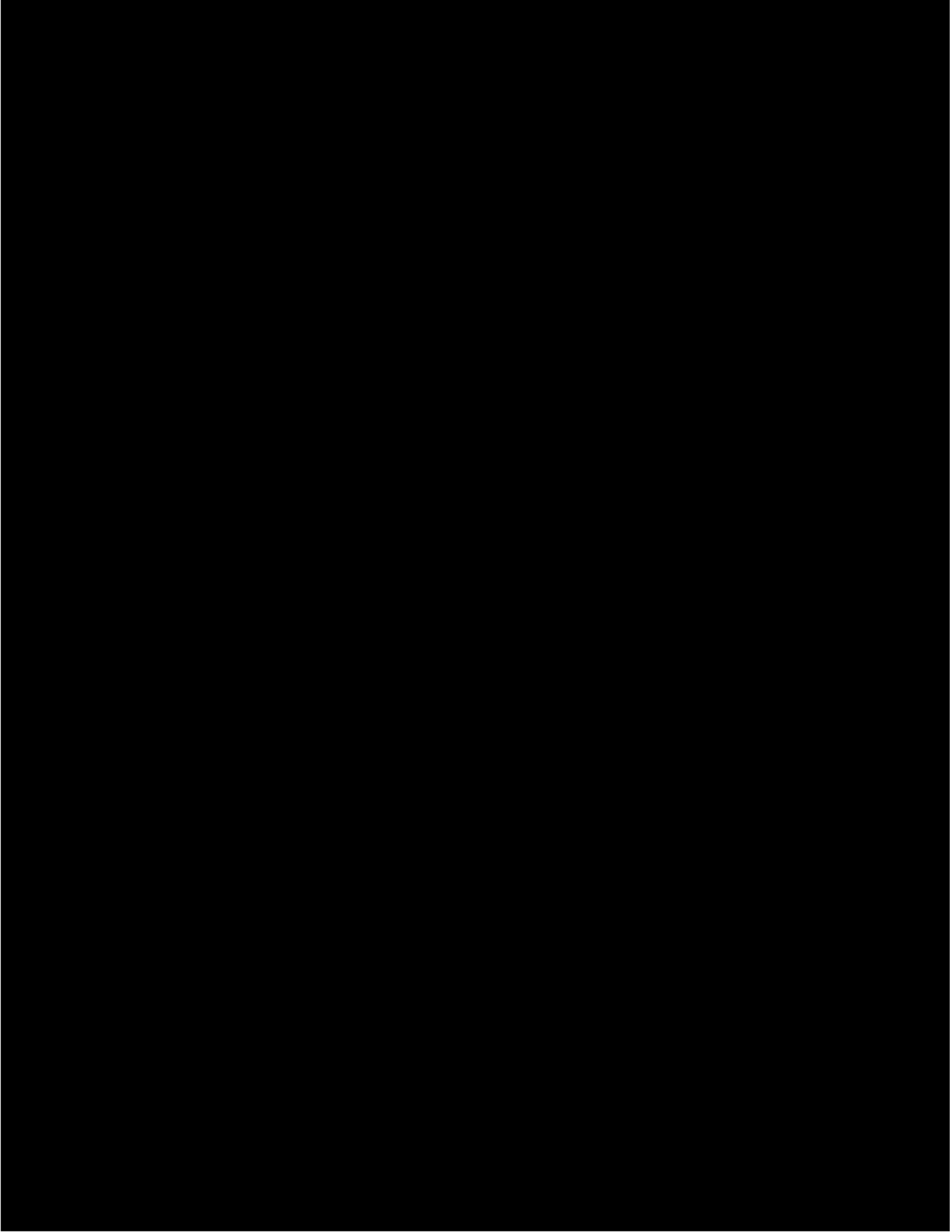


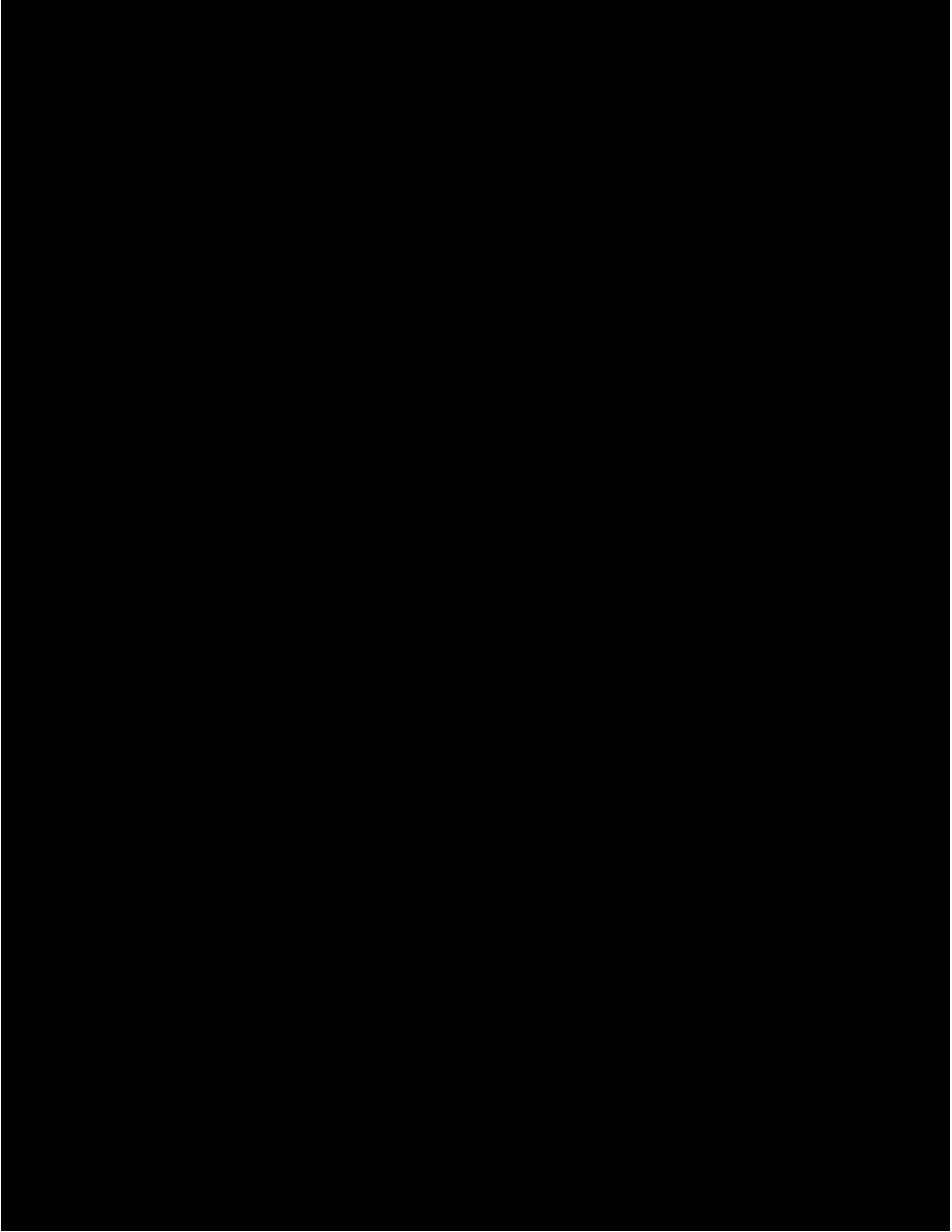


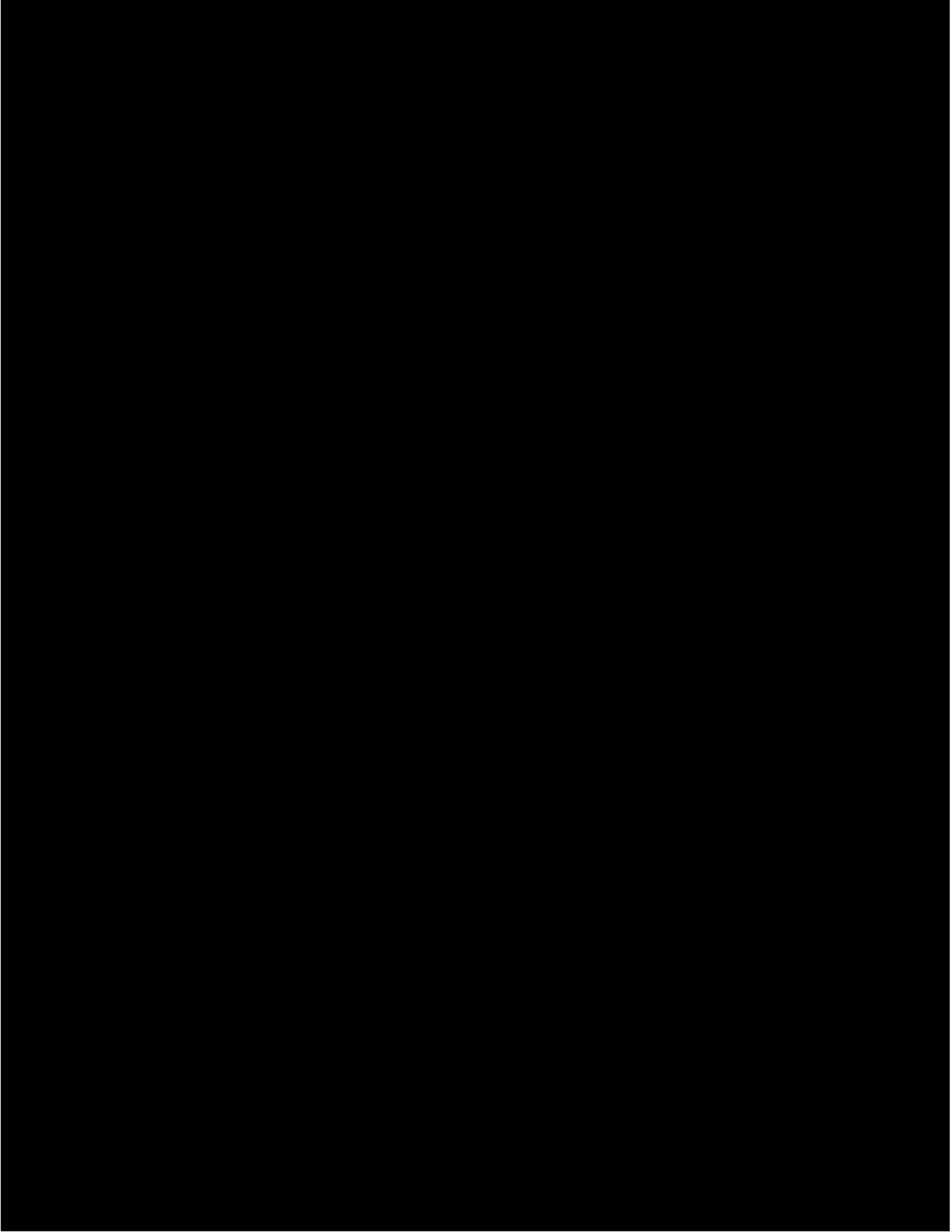


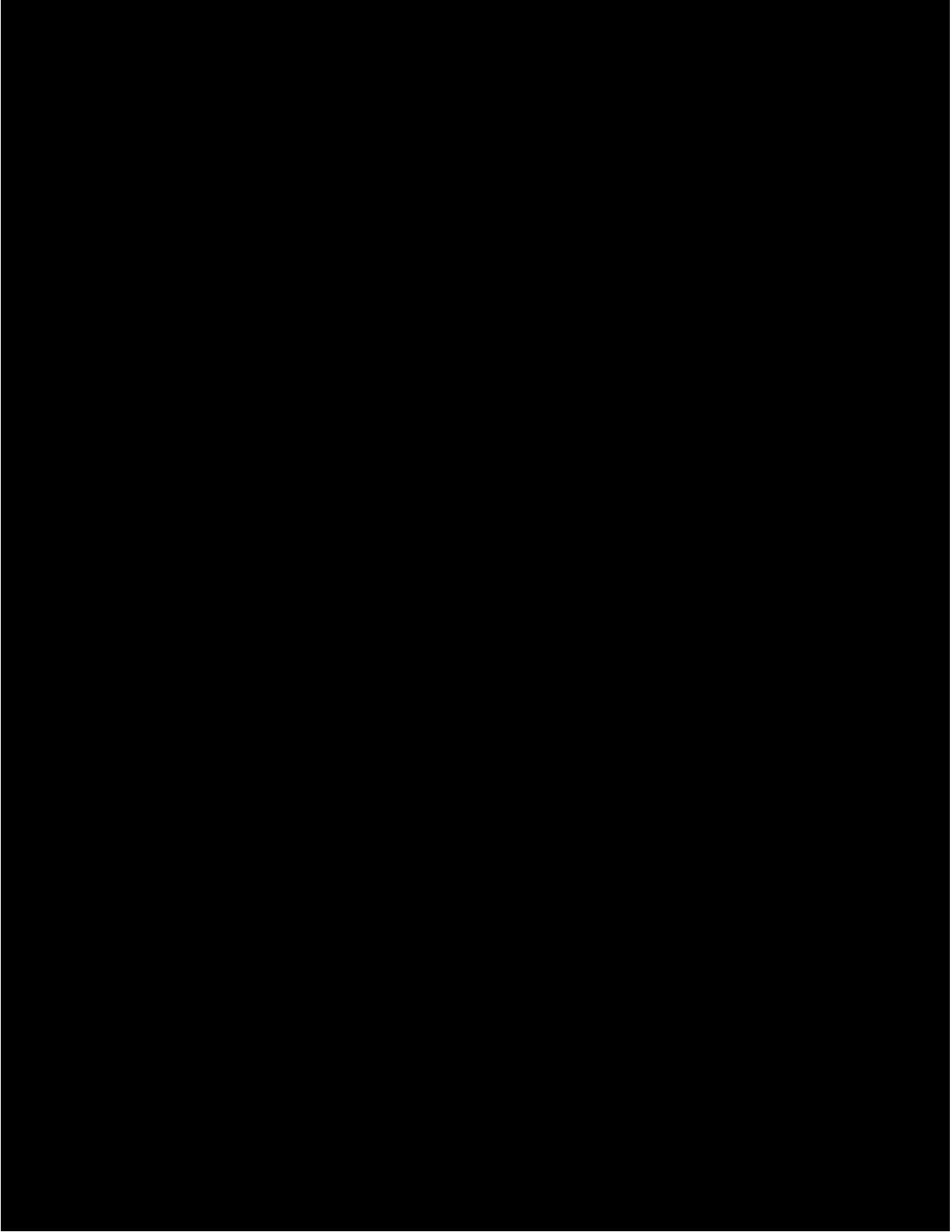


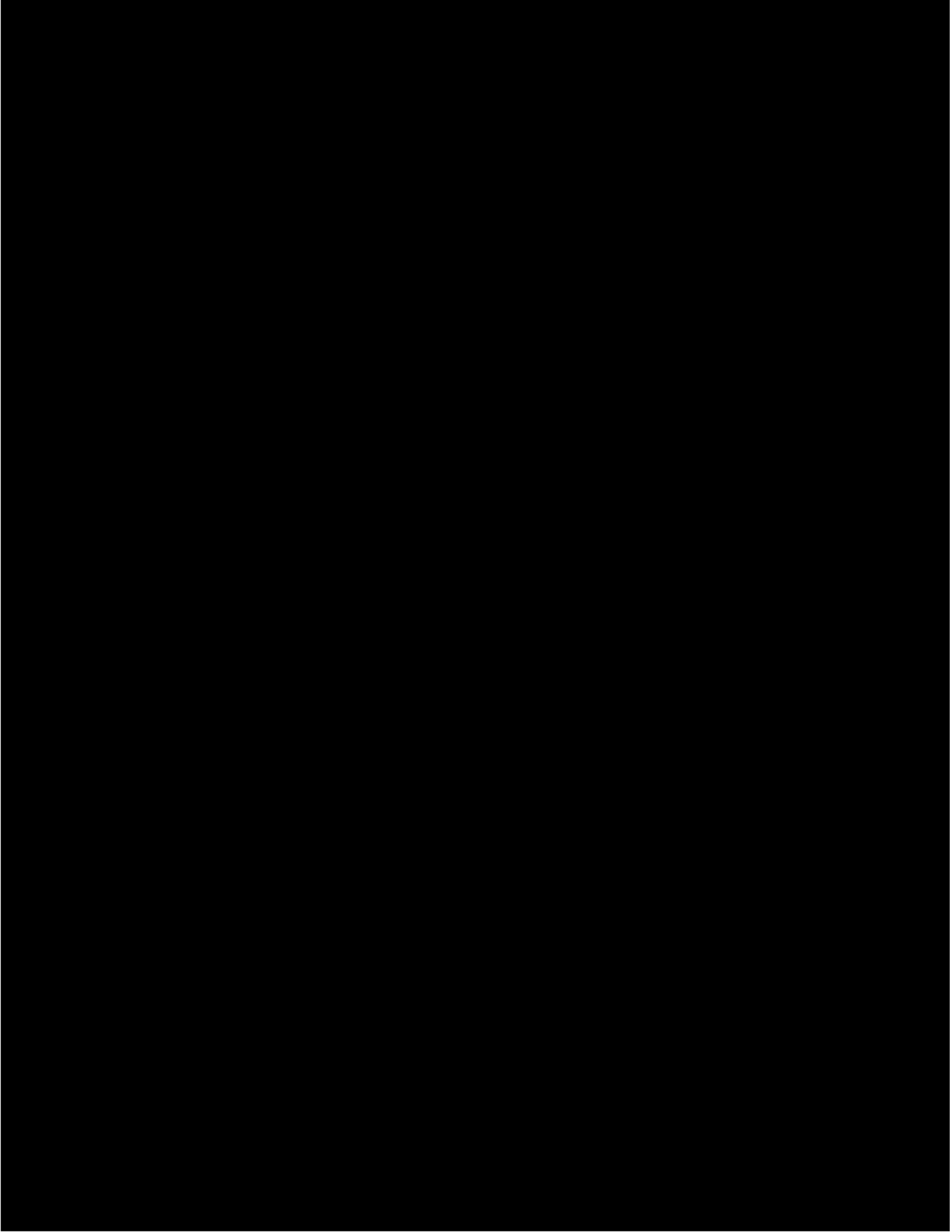


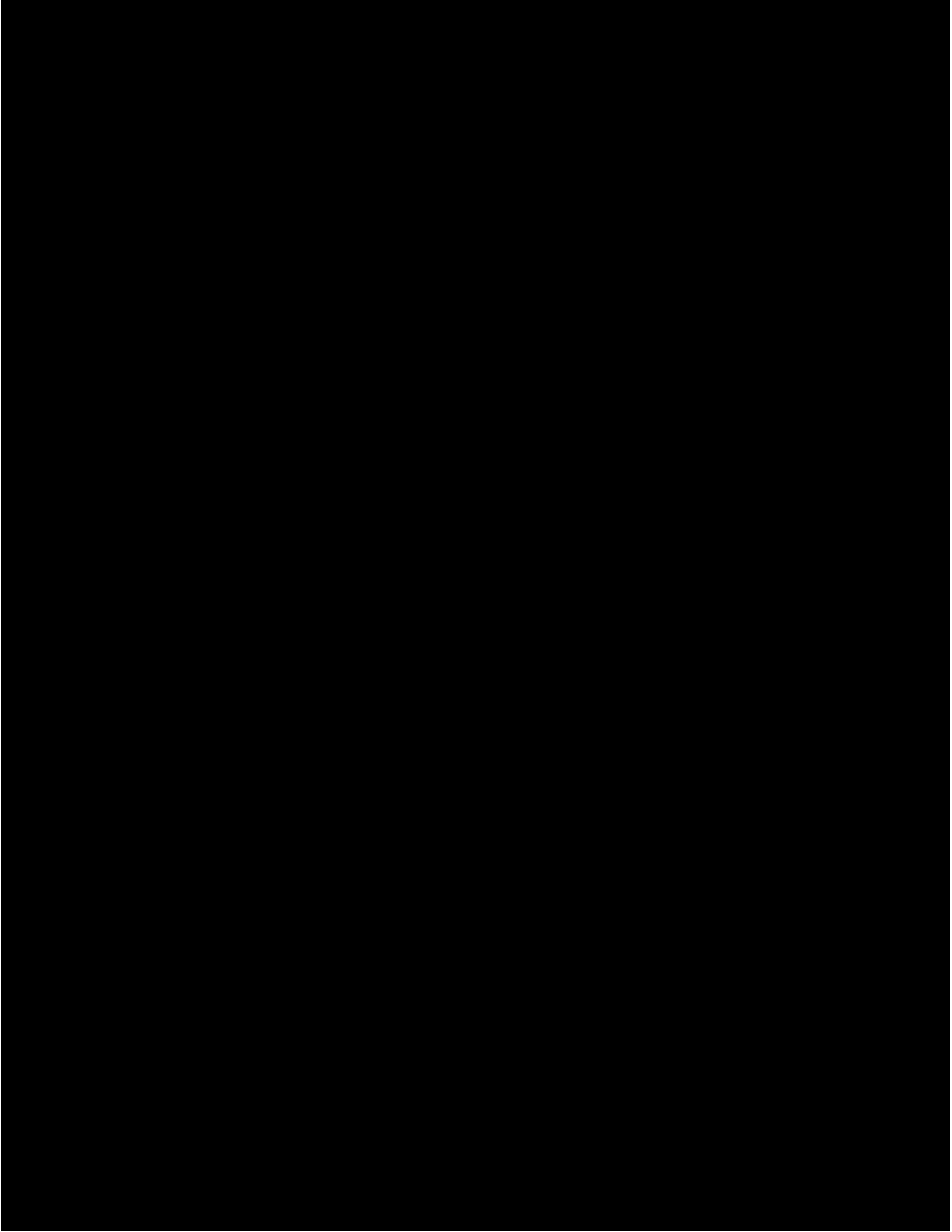


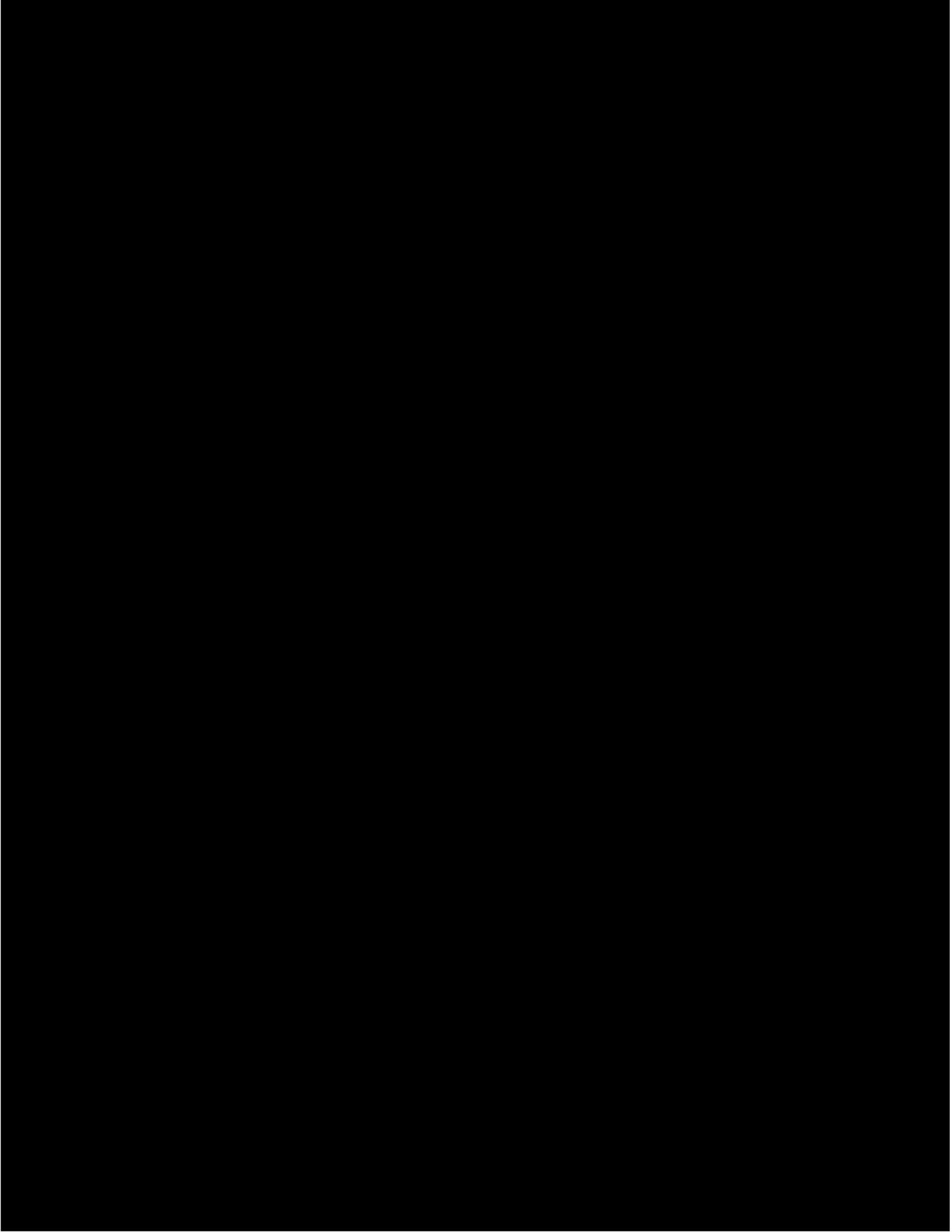


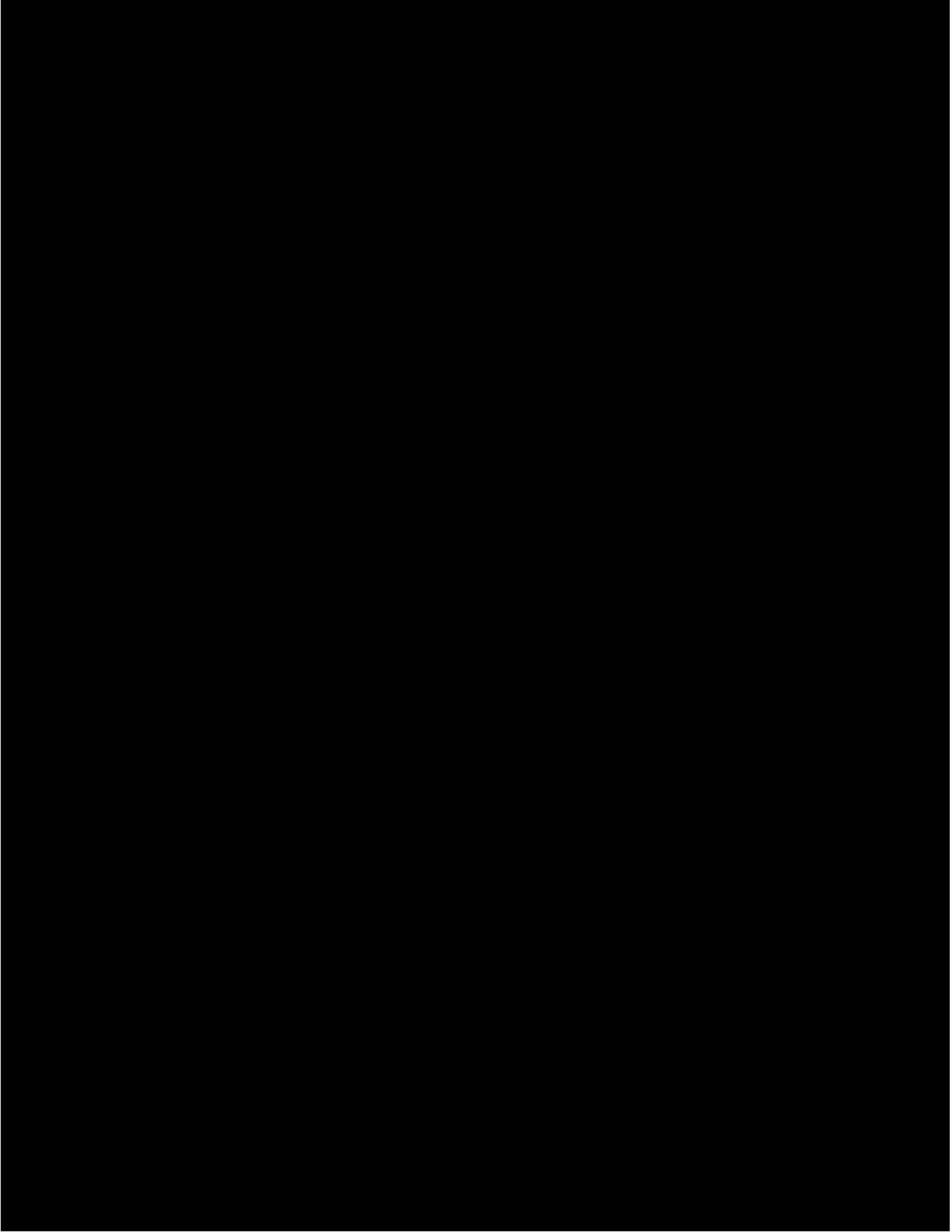


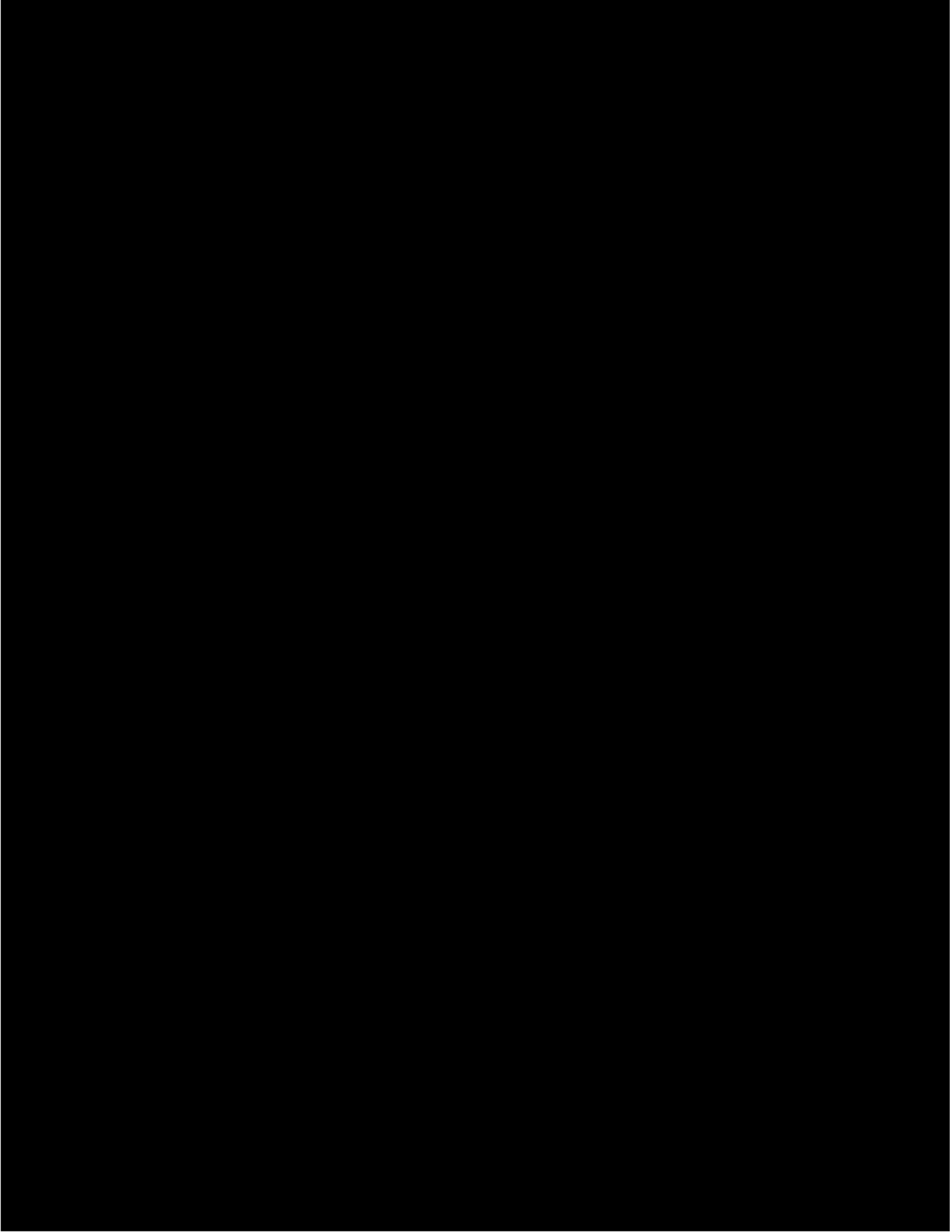


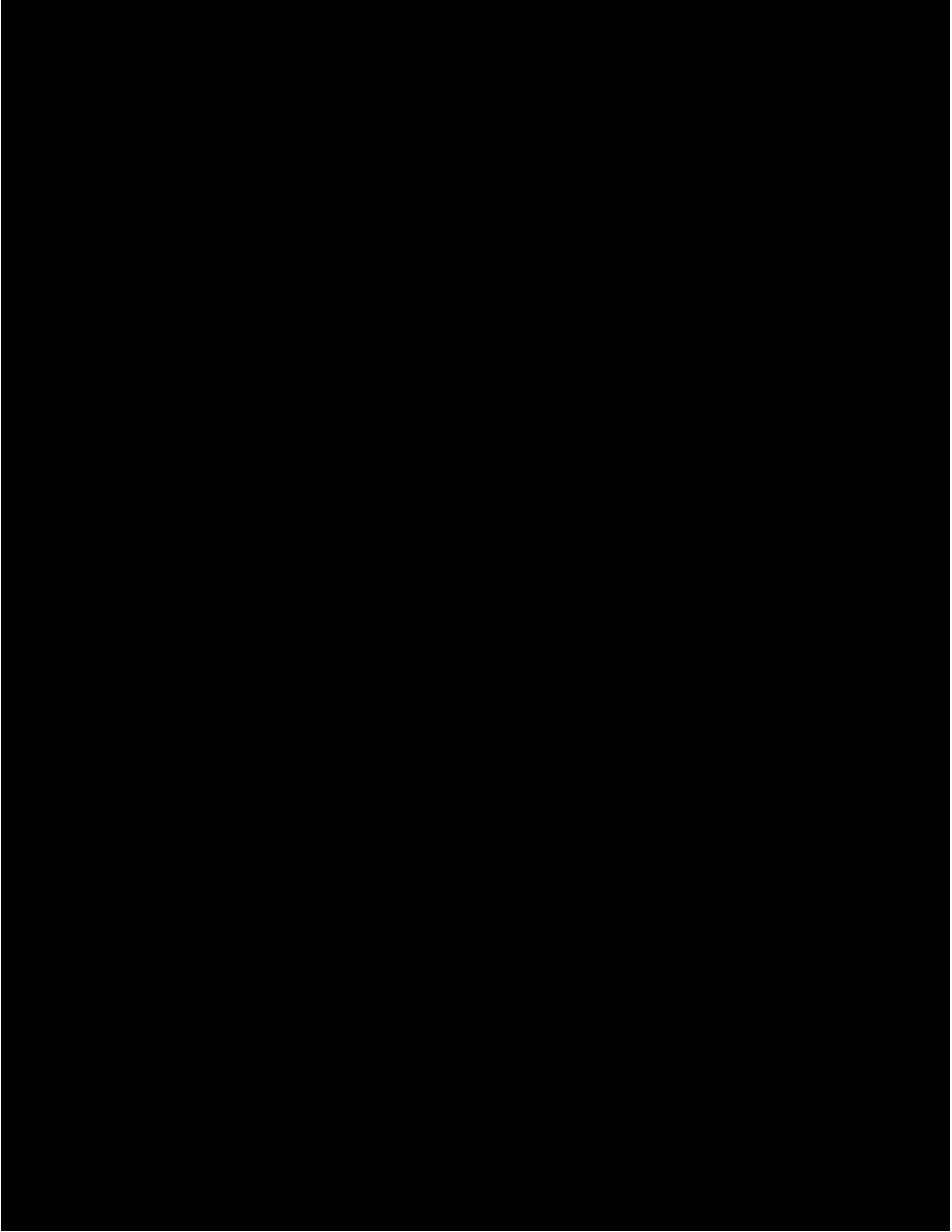


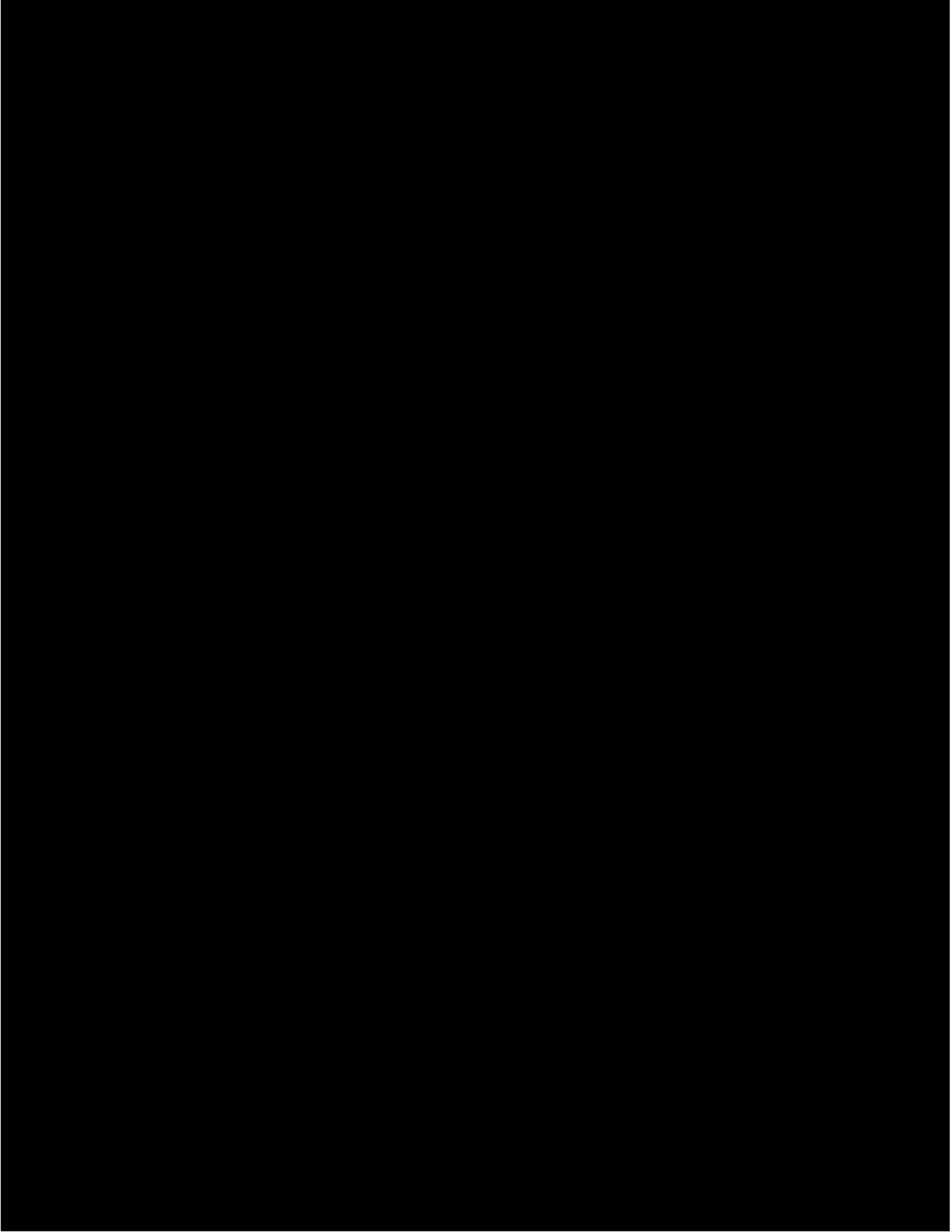


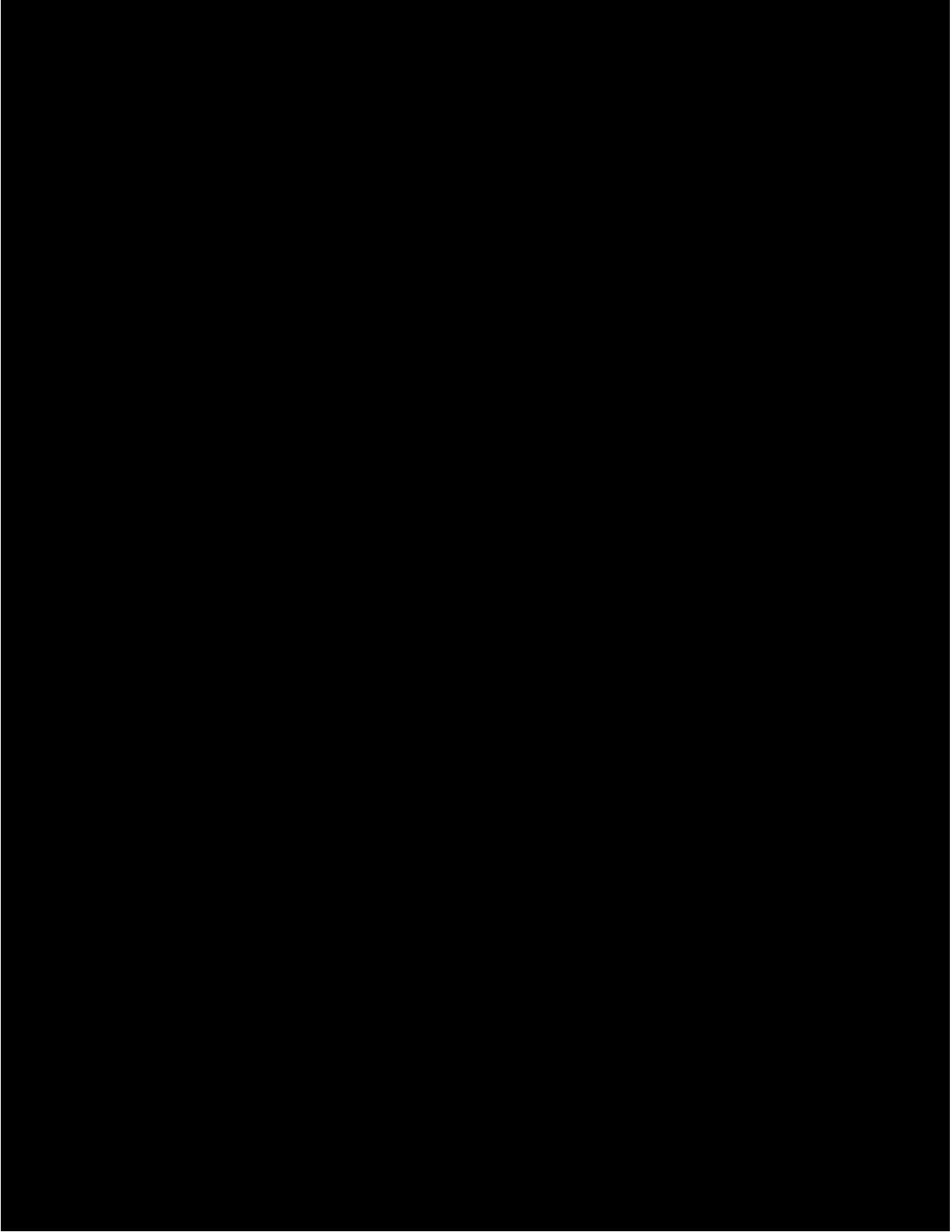


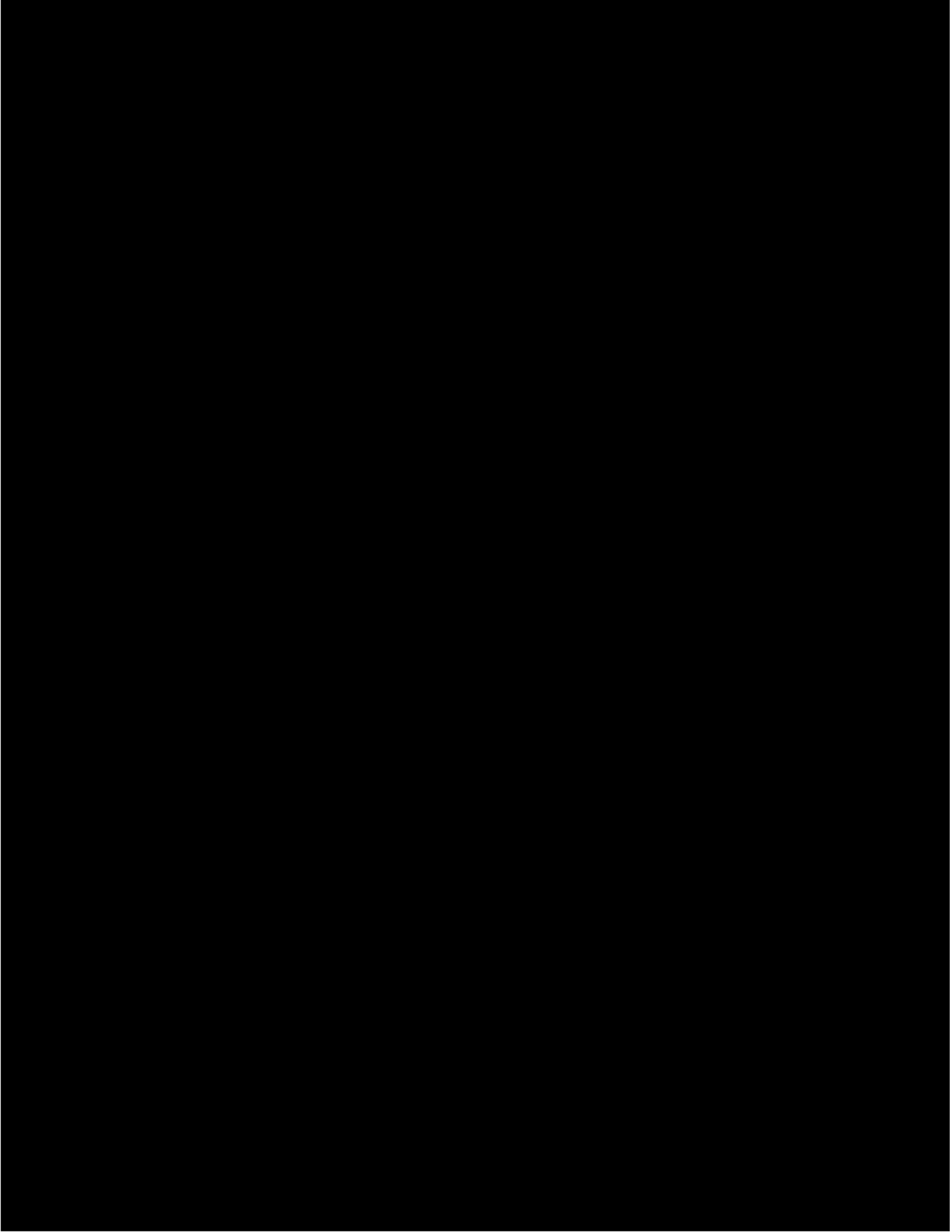


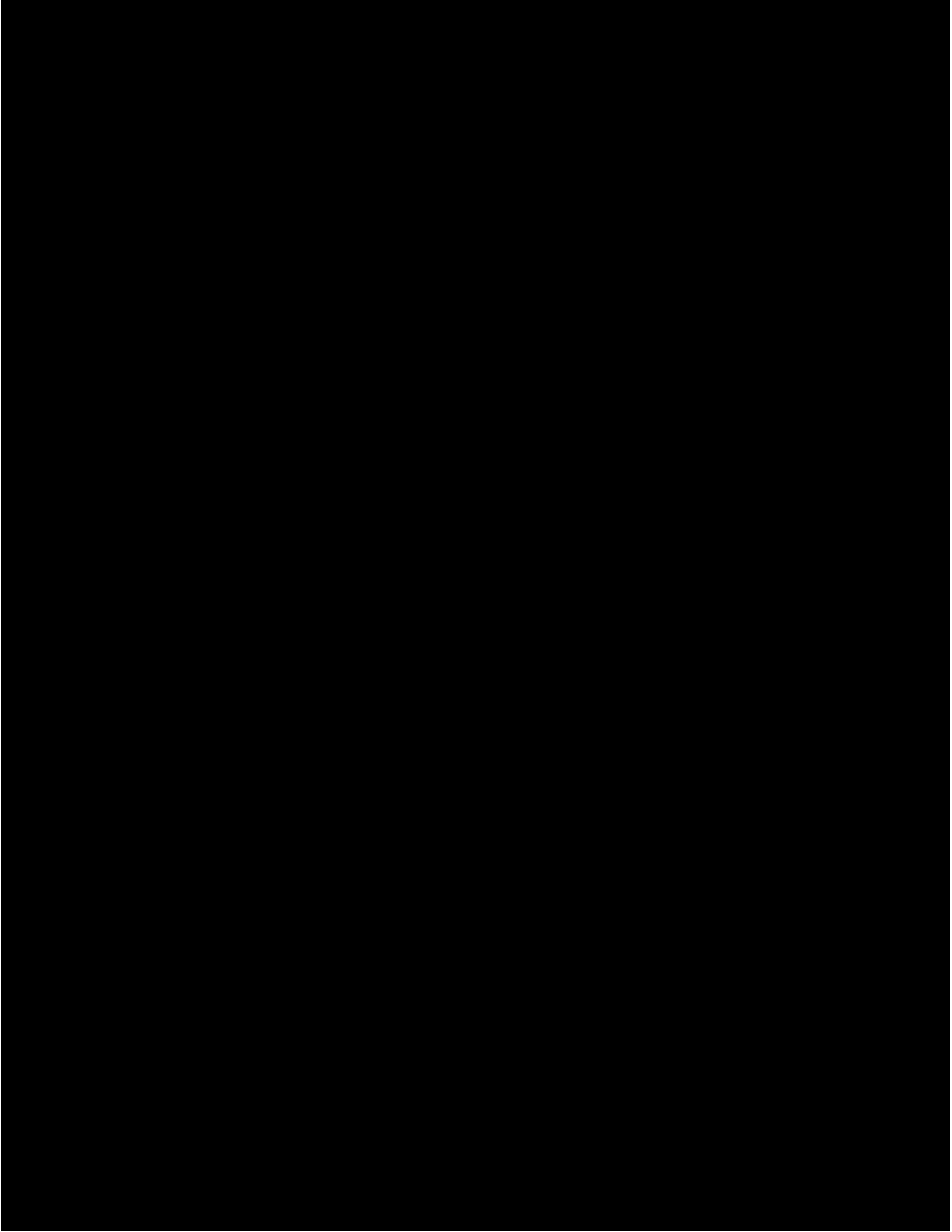


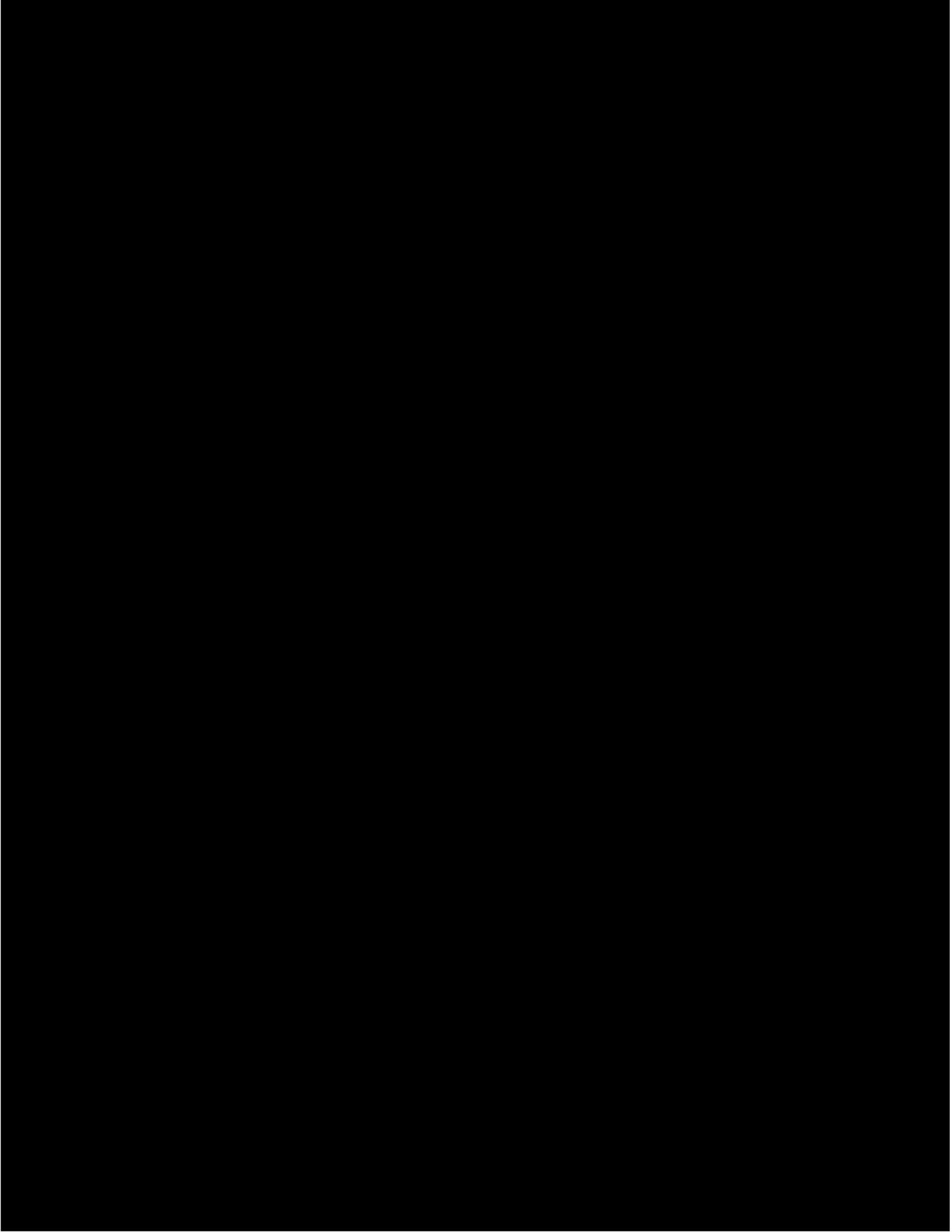


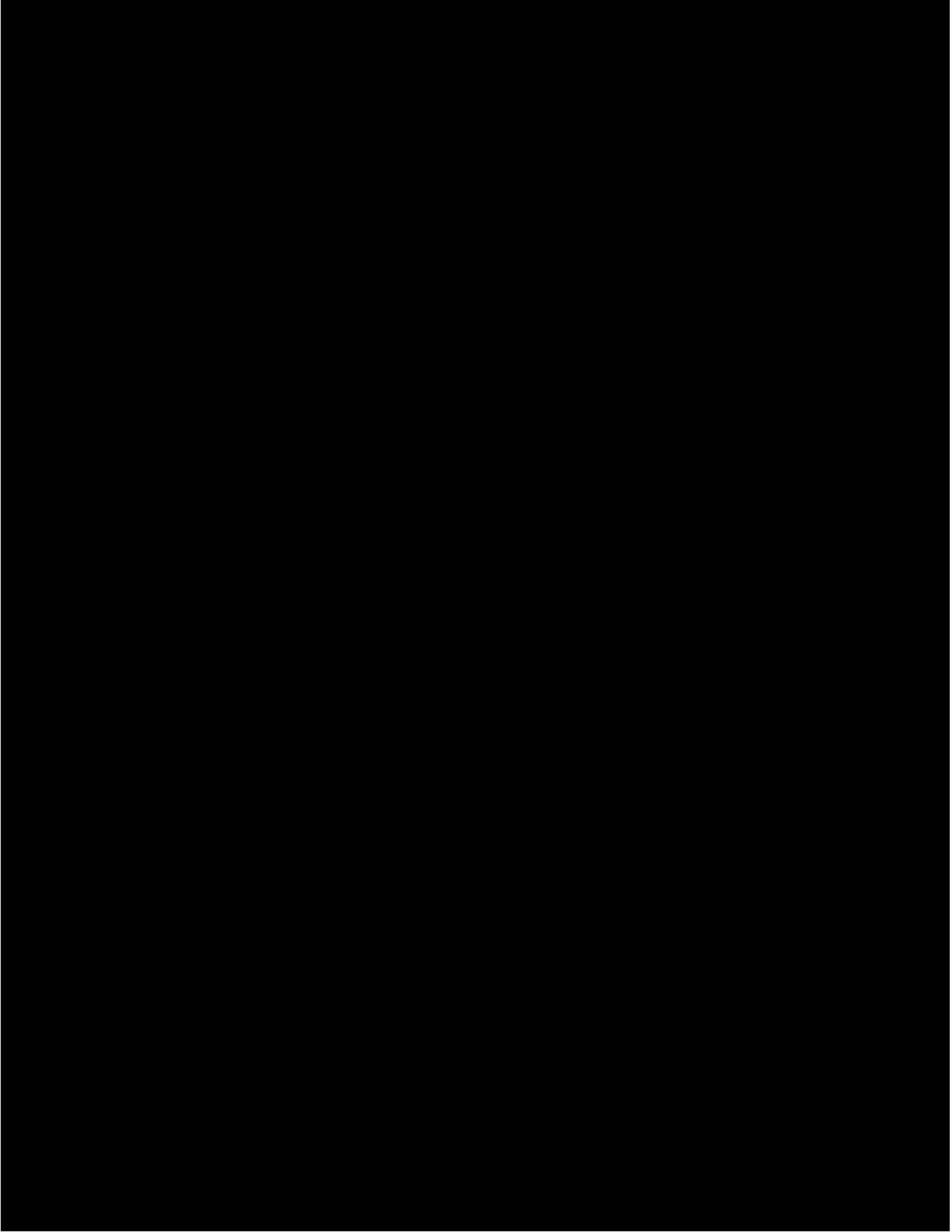












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EXHIBIT B

Form of Confirmation and Effective Date Notice

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