

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upland Software III, LLC		03/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hipcricket, Inc		
Street Address:	401 Congress Ave		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3922978	WORKENGINE	
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:	231-932-0411		
Email:	brianhall@traverselegal.com		
Correspondent Name:	Brian 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:	11/03/2016		
Total Attachments: 6			
source=FILED IP Assignment Agreement#page1.tif			
source=FILED IP Assignment Agreement#page2.tif			
source=FILED IP Assignment Agreement#page3.tif			
source=FILED IP Assignment Agreement#page4.tif			

OP \$40.00 3922978

source=FILED IP Assignment Agreement#page5.tif

source=FILED IP Assignment Agreement#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of March 14, 2016, is by and between Upland Software III, LLC, a Delaware limited liability company ("Assignor"), in favor of Hipcricket, Inc., a Delaware corporation ("Assignee"), the transferee of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of March 14, 2016 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor listed on the attached Schedules A, B and C (the "Assigned IP"), and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives, (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to

be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives, (the "Assigned Patents").

3. Assignment of Copyrights. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives, (the "Assigned Copyrights").
4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement and the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
7. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and

copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

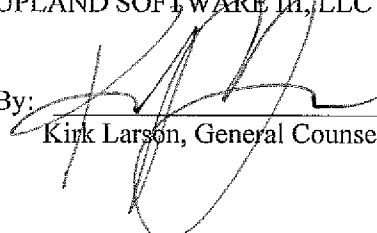
8. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

UPLAND SOFTWARE III, LLC

By: 
Kirk Larson, General Counsel


STATE OF Texas)

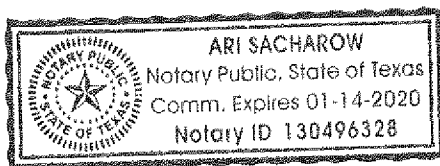
) ss.

COUNTY OF Travis)

Before me, the undersigned authority, on this 13 day of March, 2016, personally appeared Kirk Larson known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Ari Sacharow
Notary


(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE:

HIPCRICKET, INC.

By: _____

Name: Andrew S. Price
Title: Chief Financial Officer

Date: March 12, 2016

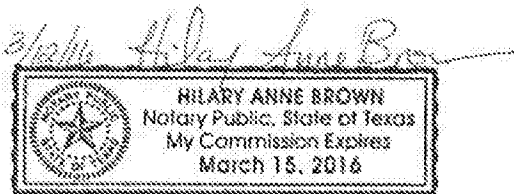
STATE OF Texas)

) ss.

COUNTY OF Travis)

Before me, the undersigned authority, on this 12th day of March, 2016, personally appeared Andrew S. Price known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Hilary Anne Brown
Notary



Hilary Anne Brown
(Signature of Notary)

Hilary Anne Brown
(Legibly Print or Stamp Name of Notary)

Schedule A – Trademarks

NAME	COUNTRY	REG. NO.	RECORD OWNER
WORKENGINE	United States	3,922,978	Upland Software III, LLC