

3/27/2017

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900398636 03/16/2017

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419870

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Correction by Declaration REEL / Frame 5913 / 0454 (BAH)		
<b>RESUBMIT DOCUMENT ID:</b>	900395490 (3-27-17)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hipcricket, Inc		03/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hipcricket, Inc		
<b>Street Address:</b>	401 Congress Avenue		
<b>Internal Address:</b>	Suite 2650		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3922978	WORKENGINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2319320411		
<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>			
<b>Phone:</b>	2319320411		
<b>Email:</b>	brianhall@traverselegal.com		
<b>Correspondent Name:</b>	Brian Hall		
<b>Address Line 1:</b>	810 Cottageview Drive, Suite G-20		
<b>Address Line 4:</b>	Traverse City, MICHIGAN 49684		
<b>ATTORNEY DOCKET NUMBER:</b>	UPLAND/ WORKENGINE		
<b>NAME OF SUBMITTER:</b>	Brian A. Hall		
<b>SIGNATURE:</b>	/BAH/		
<b>DATE SIGNED:</b>	03/16/2017		
<b>Total Attachments: 14</b>			
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## DECLARATION OF PATRICIA BUTTTERMORE

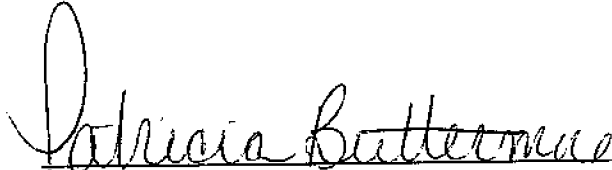
Patricia Buttermore being first duly sworn, deposes and states as follows:

1. My name is Patricia Buttermore, I am a paralegal with the law firm Traverse Legal, PLC, and I have first-hand knowledge regarding the contents of this Affidavit.
2. I filed the trademark assignment, Reel/Frame: 5913/0454, that assigned the entire interest in the WORKENGINE trademark (Reg. No. 3922978) from Upland Software III, LLC to Hipcricket, Inc., recorded on November 3, 2016. See attached EXHIBIT A: USPTO Trademark Assignment Cover Sheet and Trademark Assignment (Reel/Frame: 5913/0454). This filing was and remains true and accurate to my knowledge.
3. I thereafter filed the trademark assignment, Reel/Frame: 5960/0339, related to a merger between Upland Software III, LLC and Upland Software Inc., which was recorded on January 6, 2017.
4. The January 6, 2017 trademark assignment that was filed as a the result of a merger of Upland Software III, LLC into Upland Software Inc. inadvertently contained reference to WORKENGINE in the Trademark Assignment Cover Sheet and thus resulted in the inadvertent and erroneous recording as Reel/Frame: 5960 /0339. See attached EXHIBIT B: USPTO Trademark Assignment Cover Sheet and merger documents (Reel/Frame: 5960/0339).
5. Based upon my inadvertent error, the WORKENGINE trademark registration is incorrectly listed as owned by Upland Software Inc. and the Trademark Assignment Abstract of Title contains an incorrect reference to a merger.
6. The WORKENGINE trademark registration was not then owned by Upland Software III, LLC and was not subject to the merger of Upland Software III, LLC and Upland Software Inc.

7. The WORKENGINE trademark registration remains owned by Hipcricket, Inc. despite the erroneous filing, namely Reel/Frame: 5960/0339.

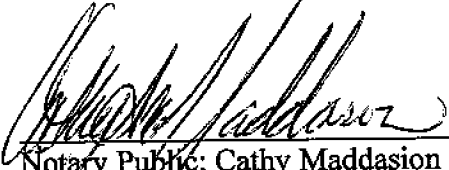
8. Thus, I am submitting this Affidavit in support of my request that the ownership of the WORKENGINE trademark be changed to reflect its true ownership by Hipcricket, Inc. and the Trademark Assignment Abstract of Title for the WORKENGINE trademark in the USPTO database be updated to reflect the same.

Further affiant sayeth not.

  
Patricia Buttermore

STATE OF MICHIGAN                    )  
  )SS  
COUNTY OF GRAND TRAVERSE        )

On this 17 day of February, 2017, personally appeared Patricia Buttermore, to me known to be the same person who signed the foregoing Affidavit in my presence, and acknowledged the statements contents therein to be true to the best of his knowledge, information and belief.

  
Notary Public: Cathy Maddason  
Grand Traverse County, Michigan  
My commission expires: 5-9-2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM404292

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Upland Software III, LLC		03/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hipcricket, Inc		
<b>Street Address:</b>	401 Congress Ave		
<b>Internal Address:</b>	Suite 2650		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3922978	WORKENGINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	231-932-0411		
<b>Email:</b>	brianhall@traverselegal.com		
<b>Correspondent Name:</b>	Brian Hall, Traverse Legal PLC		
<b>Address Line 1:</b>	810 Cottageview Drive, Suite G-20		
<b>Address Line 4:</b>	Traverse City, MICHIGAN 49684		
<b>NAME OF SUBMITTER:</b>		Brian A. Hall	
<b>SIGNATURE:</b>		/BAH/	
<b>DATE SIGNED:</b>		11/03/2016	
<b>Total Attachments: 6</b>			
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## 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.

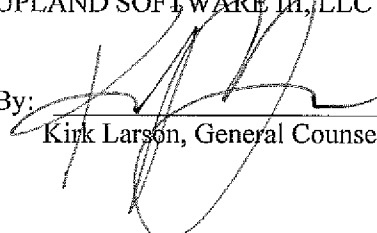
8. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

*[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 )

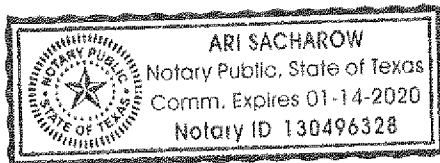
) ss.

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: [Signature]  
Name: Andrew S. Price  
Title: Chief Financial Officer

Date: March 12, 2016

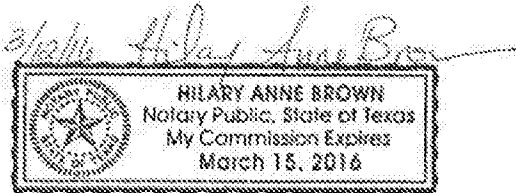
STATE OF Texas )

) ss.

COUNTY OF Travis )

Before me, the undersigned authority, on this 12<sup>th</sup> 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



[Signature]  
(Signature of Notary)

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

**Schedule A – Trademarks**

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

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM411361

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/30/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Upland Software III, LLC		12/30/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Upland Software Inc.
<b>Street Address:</b>	401 Congress Ave
<b>Internal Address:</b>	Suite 2850
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3922978	WORKENGINE
Registration Number:	4089790	AD LIFE
Registration Number:	3182957	TX4INFO
Registration Number:	3116838	TX2FIND
Registration Number:	3116837	TX2WEB
Registration Number:	3098034	TX2TRY
Registration Number:	3114097	HIPCRICKET
Registration Number:	3922004	A+
Registration Number:	3859937	AUGME
Registration Number:	3684657	INTERACTION PLANNER
Registration Number:	3665518	HIPCRICKET
Registration Number:	4307109	I2BRIDGE
Registration Number:	2397385	BOOMBOX RADIO

## CORRESPONDENCE DATA

Fax Number: 2319320411

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2319320411  
**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

<b>NAME OF SUBMITTER:</b>	Brian A. Hall
<b>SIGNATURE:</b>	/BAH/
<b>DATE SIGNED:</b>	01/06/2017

**Total Attachments: 2**  
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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"UPLAND SOFTWARE III, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "UPLAND SOFTWARE, INC." UNDER THE NAME OF "UPLAND SOFTWARE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2016, AT 12:57 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

4845215 8100M  
SR# 20167349834

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203615955  
Date: 12-30-16

TRADEMARK  
REEL: 006000 FRAME: 0369

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANY  
INTO A  
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is Upland Software, Inc.  
\_\_\_\_\_, a Delaware Corporation, and the name of the  
limited liability company being merged into this surviving corporation is \_\_\_\_\_  
Upland Software III, LLC

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

**THIRD:** The name of the surviving corporation is Upland Software, Inc.  
\_\_\_\_\_

**FOURTH:** The merger is to become effective on upon filing

**FIFTH:** The Agreement of Merger is on file at 401 Congress Ave, Suite  
2850 Austin, TX 78701, the place of business of the surviving corporation.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

**SEVENTH:** The Certificate of Incorporation of the surviving corporation shall be it's Certificate of Incorporation

**IN WITNESS WHEREOF**, said Corporation has caused this certificate to be signed by an authorized officer, the 23rd day of December, A.D., 2016.

By:   
\_\_\_\_\_  
Authorized Officer

Name: Kirk Larson

Print or Type

Title: Assistant Secretary