

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		08/06/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	UPLAND SOFTWARE, INC.
Street Address:	401 Congress Avenue, Suite 1850
Internal Address:	Frost Tower
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

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

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 3128637198

TRADEMARK

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.424

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 08/06/2019

Total Attachments: 5

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "*Release*") is made as of August 6, 2019, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (the "*Agent*") in favor of UPLAND SOFTWARE, INC., a Delaware corporation, successor by merger to UPLAND SOFTWARE III, LLC (the "*Grantor*").

WHEREAS, the Grantor and the Agent have entered into a Credit Agreement dated May 14, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, the Grantor and the Agent have entered into a Guaranty and Security Agreement dated May 14, 2015 (including all annexes, exhibits or schedules thereto, as may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain US Trademark Security Agreement dated as of July 14, 2016 (the "*Trademark Security Agreement*");

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, the Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark Collateral set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 15, 2016 at Reel 5835/Frame 0161;

WHEREAS, in accordance with that certain Payoff Letter dated August 6, 2019 and sent by the Agent, the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Agent therefore agrees to release its security interest in and to the Grantor's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Agent does hereby terminate the Trademark Security Agreement and the liens and security interest created thereunder and release and relinquish to the Grantor all of the Agent's right, title and interest in and to the Trademark Collateral, including the Trademark Collateral set forth on Schedule A hereto, and all goodwill symbolized thereby.

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable Governmental Authority record this Release. The Agent shall take all further actions (including, without limitation, the execution and delivery of any documents or other instruments) reasonably requested by the Grantor to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.

SECTION 4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

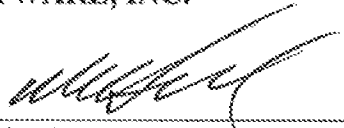
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IN WITNESS WHEREOF, the Agent has caused this Release to be executed as of the date first above written.

GRANTOR:

UPLAND SOFTWARE, INC.

By: _____


Name: Michael D. Hill

Title: Chief Financial Officer

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as of the date first above written.

GRANTOR:

UPLAND SOFTWARE, INC.

By: _____
Name:
Title:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Dan Dina
Name: Dan Dina
Title: Director

SCHEDULE A

Trademark Registrations/Applications

Mark	Application/ Registration No.	App/Reg Date
HIPCRICKET and design	3,665,518	08/11/2009
INTERACTION PLANNER	3,684,657	09/15/2009
Hipcricket	3,114,097	07/11/2006
AD LIFE	4,089,790	01/24/2012
I2BRIDGE	4,307,109	03/26/2013
BOOMBOX RADIO	2,397,385	10/24/2000
A+ AND DESIGN	3,922,004	02/22/2011
TX2TRY	3,098,034	05/30/2006
TX2WEB	3,116,837	07/18/2006
TX2FIND	3,116,838	07/18/2006
TX4INFO	3,182,957	12/12/2006
AUGME	3,859,937	10/12/2010

Schedule A