

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535493

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. / LOGICIELS UPLAND INC.		
Street Address:	401 Congress Avenue, Suite 1850		
Internal Address:	Frost Tower		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4949686	TENROX	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
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. / LOGICIELS UPLAND INC., a Canadian federal corporation (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 November 15, 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 November 16, 2016 at Reel 5921/Frame 0765;

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*.

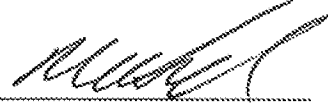
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IN WITNESS WHEREOF, the Agent has caused this Release to be executed as of the date first above written.

GRANTOR:

**UPLAND SOFTWARE INC. /
LOGICIELS UPLAND 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. /
LOGICIELS UPLAND INC.**

By: _____
Name:
Title:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Dan De
Name: D'Andre Dine
Title: Director

SCHEDULE A

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Upland Software Inc. / Logiciels Upland Inc.	US	TENROX	4949686	May 03, 2016

Schedule A