

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535803

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UPLAND SOFTWARE, INC.		08/06/2019	Corporation: DELAWARE
UPLAND SOFTWARE I, INC.		08/06/2019	Corporation: DELAWARE
UPLAND SOFTWARE IV, LLC		08/06/2019	Limited Liability Company: NEBRASKA
UPLAND SOFTWARE V, INC.		08/06/2019	Corporation: DELAWARE
UPLAND SOFTWARE VI, LLC		08/06/2019	Limited Liability Company: NEW JERSEY
UPLAND SOFTWARE VII, LLC		08/06/2019	Limited Liability Company: DELAWARE
UPLAND IX, LLC		08/06/2019	Limited Liability Company: DELAWARE
ULTRIVA, LLC		08/06/2019	Limited Liability Company: CALIFORNIA
ADVANCED PROCESSING & IMAGING, INC.		08/06/2019	Corporation: FLORIDA
OMTOOL, LTD.		08/06/2019	Corporation: DELAWARE
RIGHTANSWERS, INC.		08/06/2019	Corporation: DELAWARE
WATERFALL INTERNATIONAL INC.		08/06/2019	Corporation: DELAWARE
QVIDIAN CORPORATION		08/06/2019	Corporation: DELAWARE
REFERENCES-ONLINE, INC.		08/06/2019	Corporation: COLORADO
ADESTRA INC.		08/06/2019	Corporation: DELAWARE
POSTUP HOLDINGS, LLC		08/06/2019	Limited Liability Company: TEXAS
POSTUP DIGITAL, LLC		08/06/2019	Limited Liability Company: TEXAS
DAILY INCHES, INC.		08/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE, 8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

CH \$1215.00 85982933

Entity Type:	SWISS BANK: SWITZERLAND
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PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	85982933	UPLAND
Serial Number:	85901966	UPLAND
Serial Number:	85982932	DO THE RIGHT WORK. DO THE WORK RIGHT.
Serial Number:	86772357	EMPOWER YOUR PROJECT WORKFORCE
Serial Number:	77527799	LEADLANDER
Serial Number:	86851249	AUTOMATING THE FLOW OF WORK IN THE CLOUD
Serial Number:	77302094	HIPCRICKET
Serial Number:	77534575	INTERACTION PLANNER
Serial Number:	78650404	HIPCRICKET
Serial Number:	85181956	AD LIFE
Serial Number:	77175343	I2BRIDGE
Serial Number:	75722911	BOOMBOX RADIO
Serial Number:	86707188	POWERSTEERING
Serial Number:	88233171	UPLANDONE
Serial Number:	86709857	TENROX
Serial Number:	85899920	FILEBOUND
Serial Number:	77318846	DOCUVATION
Serial Number:	77968951	WMA
Serial Number:	77968948	WEBSITE MARKETING ACCELERATION
Serial Number:	77865316	CLICKABILITY
Serial Number:	85829380	ULTRIVA
Serial Number:	86183656	APIPOWER
Serial Number:	77481328	OPTIREPORTS
Serial Number:	77480999	OPTIWORKFLOW
Serial Number:	77480952	OPTISPOOL
Serial Number:	77085425	OPTIVIEW
Serial Number:	76383886	ACCURROUTE
Serial Number:	87372393	OMTOOL
Serial Number:	86870440	RIGHTANSWERS
Serial Number:	86285188	RETURN ON KNOWLEDGE
Serial Number:	86290374	SMARTSERVICE
Serial Number:	85313115	RIGHT ANSWERS
Serial Number:	85297038	RIGHTPATH
Serial Number:	78917084	HELPINFO
Serial Number:	76223003	RIGHTANSWERS

Property Type	Number	Word Mark
Serial Number:	75035696	KNOWLEDGE-PAKS
Serial Number:	75219087	KNOWLEDGE-PAK DESKTOP SUITE
Serial Number:	78861447	WATERFALL
Serial Number:	86124763	WATERFALL
Serial Number:	85670033	ROUND TRIP
Serial Number:	75563841	THE RFP MACHINE
Serial Number:	85131909	QVIDIAN
Serial Number:	76281510	PRAGMATECH SOFTWARE
Serial Number:	75756836	RFP EXPRESS
Serial Number:	85238188	Q QVIDIAN
Serial Number:	87116445	SOFTWARE AND A SERVICE
Serial Number:	86266231	POSTUP
Serial Number:	86166422	KAPOST

CORRESPONDENCE DATA

Fax Number:

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: 6508383743

Email: jlik@shearman.com

Correspondent Name: SOPHIE ZANDER

Address Line 1: 599 LEXINGTON AVENUE

Address Line 2: INTELLECTUAL PROPERTY DOCKETING

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35610/93

NAME OF SUBMITTER: SOPHIE ZANDER

SIGNATURE: /SOPHIE ZANDER/

DATE SIGNED: 08/08/2019

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made this August 6, 2019, by and among Grantors listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing a Joinder (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, in its capacity as administrative agent and collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Upland Software, Inc., a Delaware corporation, as borrower ("Borrower"), the Persons identified on the signature pages thereof as "Guarantors" and each other Subsidiary of Borrower from time to time designated as a "Guarantor" thereunder, the lenders party thereto as "Lenders" (each of such Lenders, together with its respective successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, hypothecates and pledges to Agent,

for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those registered Trademarks referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all proceeds (as that term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor obtains rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give Agent prompt notice in writing with respect to any such new trademark or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of a Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. RECORDATION. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. 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*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

UPLAND SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Michael D. Hill
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006715 FRAME: 0610

GRANTORS:

UPLAND SOFTWARE I, INC.,
a Delaware corporation
UPLAND SOFTWARE IV, LLC,
a Nebraska limited liability company
UPLAND SOFTWARE V, INC.,
a Delaware corporation
UPLAND SOFTWARE VI, LLC,
a New Jersey limited liability company
UPLAND SOFTWARE VII, LLC,
a Delaware limited liability company
UPLAND IX, LLC,
a Delaware limited liability company
ULTRIVA, LLC,
a California limited liability company
ADVANCED PROCESSING & IMAGING, INC.,
a Florida corporation
OMTOOL, LTD.,
a Delaware corporation
RIGHTANSWERS, INC.,
a Delaware corporation
WATERFALL INTERNATIONAL INC.,
a Delaware corporation
QVIDIAN CORPORATION,
a Delaware corporation
REFERENCES-ONLINE, INC.,
a Colorado corporation
ADESTRA INC.,
a Delaware corporation
POSTUP HOLDINGS, LLC,
a Texas limited liability company
POSTUP DIGITAL, LLC,
a Texas limited liability company
DAILY INCHES, INC.
a Delaware corporation

By: _____



Name: Michael D. Hill
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

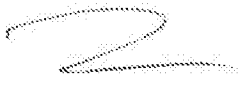
TRADEMARK
REEL: 006715 FRAME: 0611

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Registration Number	Registration Date
Upland Software, Inc.	United States	UPLAND	85982933	4693041	2/24/15
Upland Software, Inc.	United States	UPLAND	85901966	4918496	3/15/16
Upland Software, Inc.	United States	DO THE RIGHT WORK. DO THE WORK RIGHT.	85982932	4664461	12/30/14
Upland Software, Inc.	United States	EMPOWER YOUR PROJECT WORKFORCE	86772357	4913797	3/8/16
Upland Software, Inc.	United States	LEADLANDER	77527799	3671808	8/25/09
Upland Software, Inc.	United States	AUTOMATING THE FLOW OF WORK IN THE CLOUD	86851249	5138771	02/07/17
Upland Software, Inc.	United States	HIPCRICKET	77302094	3665518	8/11/09
Upland Software, Inc.	United States	INTERACTION PLANNER	77534575	3684657	9/15/09
Upland Software, Inc.	United States	HIPCRICKET	78650404	3114097	7/11/06

Upland Software, Inc.	United States	AD LIFE	85181956	4089790	1/24/12
Upland Software, Inc.	United States	12BRIDGE	77175343	4307109	3/26/13
Upland Software, Inc.	United States	BOOMBOX RADIO	75722911	2397385	10/24/00
Upland Software, Inc.	United States	POWERSTEERING	86707188	4908572	3/1/16
Upland Software, Inc.	United States	UPLANDONE	88233171	5805216	7/16/19
Upland Software Inc. (Canada)	United States	TENROX	86709857	4949686	5/3/16
Upland Software IV, LLC.	United States	FILEBOUND	85899920	4439746	11/26/13
Upland Software IV, LLC.	United States	DOCUVATION	77318846	3582265	3/3/09
Upland Software VII, LLC.	United States	WMA	77968951	3939042	3/29/11
Upland Software VII, LLC.	United States	WEBSITE MARKETING ACCELERATION	77968948	3979723	6/14/11
Upland Software VII, LLC.	United States	CLICKABILITY	77865316	3817169	7/13/10
Ultriva, LLC.	United States	ULTRIVA	85829380	4517053	4/22/14
Advanced Processing & Imaging, Inc.	United States	APIMPOWER	86183656	4638524	11/11/14
Advanced Processing & Imaging, Inc.	United States	OPTIREPORTS	77481328	3560387	1/13/09
Advanced Processing & Imaging, Inc.	United States	OPTIWORKFLOW	77480999	3560377	1/13/09

Advanced Processing & Imaging, Inc.	United States	OPTISPOOL	77480952	3560376	1/13/09
Advanced Processing & Imaging, Inc.	United States	OPTIVIEW	77085425	3301298	10/2/07
Advanced Processing & Imaging, Inc.	US State (FL)	OPTISCHOOL	N/A	T96000000967	8/20/1996
Advanced Processing & Imaging, Inc.	US State (FL)	OPTISPOOL	N/A	T96000000071	1/18/1996
Advanced Processing & Imaging, Inc.	US State (FL)	OPTIVIEW	N/A	T96000000675	6/13/1996
Omtool, Ltd.	United States	ACCURROUTE	76383886	2782846	11/11/03
Omtool, Ltd.	United States	OMTOOL	87372393	5333826	11/14/17
Right Answers, Inc.	United States	RIGHTANSWERS	86870440	5048428	9/27/16
Right Answers, Inc.	United States	RETURN ON KNOWLEDGE	86285188	4902481	2/16/16
Right Answers, Inc.	United States	SMARTSERVICE	86290374	4800722	8/25/15
Right Answers, Inc.	United States	RIGHT ANSWERS	85313115	4120819	4/3/12
Right Answers, Inc.	United States	RIGHT PATH	85297038	4339238	5/21/13
Right Answers, Inc.	United States	HELPINFO	78917084	3300081	9/25/07
Right Answers, Inc.	United States	RIGHTANSWERS	76223003	2515172	12/4/01
Right Answers, Inc.	United States	KNOWLEDGE-PAKS	75035696	2020849	12/3/96

Right Answers, Inc.	United States	KNOWLEDGE-PAKS DESKTOP SUITE	75219087	2191831	9/29/98
Waterfall International, Inc.	United States	WATERFALL	78861447	3506588	9/23/08
Waterfall International, Inc.	United States	WATERFALL	86124763	4694269	3/3/15
Qvidian Corporation	United States	ROUND TRIP	85670033	4292171	2/18/13
Qvidian Corporation	United States	THE RFP MACHINE	75563841	2298034	12/7/99
Qvidian Corporation	United States	QVIDIAN	85131909	4029849	9/20/11
Qvidian Corporation	United States	PRAGMATECH SOFTWARE	76281510	2573508	5/28/02
Qvidian Corporation	United States	RFP EXPRESS	75756836	2382954	9/5/00
Qvidian Corporation	United States	Q QVIDIAN	85238188	4085104	1/10/12
Aestra, Inc.	United States	SOFTWARE AND A SERVICE	87116445	5288036	09/12/17
Postup Digital, LLC.	United States	POSTUP	86266231	4800618	08/25/15
Daily Inches, Inc.	United States	KAPOST	86166422	4616564	10/7/14
Upland Software, Inc. (Canada)	Canada	TENROX & DESIGN	1106867	TMA598992	1/9/2004
Upland Software, Inc. (Canada)	Canada	TENROX + (LOGO)	1320161	TMA707501	2/15/2008
Upland Software, Inc. (Canada)	Canada	PROJECA & DESIGN	1106866	TMA598984	1/9/2004
Upland Software, Inc. (Canada)	Canada	EMPOWER YOUR PROJECT WORKFORCE	1320160	TMA707500	2/15/2008
Upland Software, Inc. (Canada)	Canada	OPTIMIZE TODAY	1106865	TMA594368	11/10/2003

Upland Software, Inc. (Canada)	Canada	UPLAND	1916842	PENDING	PENDING
Omtool, Ltd.	Canada	OMTOOL	1828520	TM1001847	7/31/2018
Right Answers, Inc.	Canada	RIGHT ANSWERS & Design	1537208	TMA863857	10/29/13
Right Answers, Inc.	Canada	RIGHTANSWERS	1537207	TMA863855	10/29/13
Right Answers, Inc.	Canada	KNOWLEDGE-PAKS	1537206	TMA851633	5/24/13
Upland Software, Inc.	EU	UPLAND	11736618	11736618	9/5/13
Omtool, Ltd	EU	ACCURROUTE	2781748	2781748	3/17/04
Omtool, Ltd	EU	GENIDOCs	2180073	2180073	7/29/03
Omtool, Ltd	EU	GENIFAX	2176980	2176980	10/11/02
Omtool, Ltd	EU	OMTOOL	A0065753	WO0000001349359	8/06/17
Upland Software VII, LLC.	UK	CLICKABILITY	2477480	2477480	5/30/08
Omtool Ltd.	UK	OMTOOL	A0065753	WO0000001349359	8/17/17
Daily Inches, Inc.	UK	KAPOST	WO1223779	WO1223779	2/6/15
Upland Software, Inc.	Mexico	HIPCRICKET		1111460	7/22/2009
Upland Software, Inc.	Mexico	HIPCRICKET		1112210	7/24/2009
Upland Software Inc. (Canada)	India	TENROX	1872851	1872851	03/05/12
Upland Software Inc. (Canada)	India	TENROX	1872852	1872852	02/17/12
Upland Software Inc. (Canada)	India	TENROX	1872853	1872853	03/23/11
Upland Software	India	TENROX	1872854	1872854	10/30/15

Inc. (Canada)					
Omtool Ltd.	Hong Kong	ACCURROUTE	11170/2002	2004/B05088	3/18/2003
Omtool Ltd.	Hong Kong	GENIFAX	09513/2002	09513/2002	10/10/3003