

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/01/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTIFY IRELAND LIMITED		12/01/2021	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INTERFAX COMMUNICATIONS LIMITED		
<b>Street Address:</b>	9 CLARE STREET		
<b>City:</b>	DUBLIN 2		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	D02 HH30		
<b>Entity Type:</b>	Private Limited Company: IRELAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5375949	A	
<b>Registration Number:</b>	5252006	ALTIFY	
<b>Registration Number:</b>	5252005	ALTIFY	
<b>Registration Number:</b>	4390658	DEALMAKER	
<b>Registration Number:</b>	3075854	TARGET ACCOUNT SELLING	
<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>	2319320411		
<b>Email:</b>	brianhall@traverselegal.com		
<b>Correspondent Name:</b>	Brian A. 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 (HR) ALTIFY		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Brian A. Hall		

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<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>	09/14/2022
<b>Total Attachments: 13</b> source=1. Common Draft Terms of Merger#page1.tif source=1. Common Draft Terms of Merger#page2.tif source=1. Common Draft Terms of Merger#page3.tif source=1. Common Draft Terms of Merger#page4.tif source=1. Common Draft Terms of Merger#page5.tif source=1. Common Draft Terms of Merger#page6.tif source=1. Common Draft Terms of Merger#page7.tif source=1. Common Draft Terms of Merger#page8.tif source=1. Common Draft Terms of Merger#page9.tif source=1. Common Draft Terms of Merger#page10.tif source=2. Resolution - Altify Ireland Limited#page1.tif source=2. Resolution - Altify Ireland Limited#page2.tif source=3. Resolution - Interfax Communications Limited#page1.tif	

**DATED 01 DECEMBER 2021**  
**DOMESTIC MERGER BY ABSORPTION**  
**BETWEEN**  
**ALTIFY IRELAND LIMITED**  
**AND**  
**INTERFAX COMMUNICATIONS LIMITED**  
  
**COMMON DRAFT TERMS OF MERGER**

THESE COMMON DRAFT TERMS OF MERGER are made between:

- 1) **INTERFAX COMMUNICATIONS LIMITED**, a private company limited by shares incorporated under the laws of Ireland with company number 520413 and having its registered office at 9 Clare Street, Dublin 2, D02 HH30 (the "**Successor Company**");

**AND**

- 2) **ALTIFY IRELAND LIMITED**, a private company limited by shares incorporated under the laws of Ireland with company number 406845 and having its registered office at 9 Clare Street, Dublin 2, D02 HH30 (the "**Transferor Company**").
  - A. It has been proposed by the Board of the Merging Companies (as defined below) that a merger by absorption be effected pursuant to Section 463, Chapter 3 of Part 9 of the 2014 Act (as defined below).
  - B. These Common Draft Terms compromise the Common Draft Terms of Merger in connection with the Merger (as defined below) which the Boards of Directors of each of the Merging Companies have drawn up and wish to approve in writing for the purposes of Section 466(1) of the 2014 Act.
  - C. It is noted by all parties that it is the intention of Upland Software UK Limited (company number 05887016, registered in England & Wales), sole Member of both Interfax Communications Limited and Altify Ireland Limited as at the 1<sup>st</sup> of December, to transfer its entire shareholding in, being 100% of the entire issued share capital of, Altify Ireland Limited to Interfax Communications Limited by way of a share for undertaking 2 party swap on the 31<sup>st</sup> December 2021.
  - D. All Terms of the Merger have been prepared based on Altify Ireland Limited being a wholly owned subsidiary of Interfax Communications Limited at the Effective Time.

## 1. Interpretation

### 1.1. Definitions

In these Common Draft Terms unless the context otherwise required or unless otherwise specified:

**"2014 Act"** means the Companies Act 2014;

**"Assets"** means all assets held by the Transferor Company as at the Effective Time;

**"Business"** means the business of the Transferor Company as carried on at the Effective Time;

**"Business Day"** means a day (other than Saturday or Sunday) on which clearing banks are generally open for business in Ireland;

**"Common Draft Terms"** means this document;

**"Conditions"** means the conditions which must be satisfied before the Merger can become effective as more fully described in paragraph 7 below;

**"Constitution"** means the constitution of the Successor Company;

**"CRO"** means the Irish Companies Registration Office;

**"Effective Time"** means one second after midnight on the 1<sup>st</sup> of January 2022, or such other date as the Directors of the Transferor Company and Successor Company may determine;

**"Liabilities"** means all the liabilities of the Transferor Company as at the Effective Time;

**"Merger"** means the proposed domestic merger (by absorption), pursuant to Chapter 3 of Part 9 of the 2014 Act, of the of the Transferor Company into the Successor Company under the terms and conditions set forth in these Common Draft Terms, by which the Assets and Liabilities shall transfer by operation of law to the Successor Company and the Transferor Company will cease to exist as at the Effective Time;

**"Merging Companies"** means the Successor Company and the Transferor Company (each as defined above), and the **"Merging Company"** shall be construed accordingly as the context so requires;

**"SAP"** means the Summary Approval Procedure pursuant to Section 202 of the 2014 Act;

**"Schedules"** means the schedules annexed to these Common Draft Terms, and **"Schedule"** shall be construed accordingly as the context so requires, and

## **2. Preliminary**

### **2.1. Background to Merger**

2.1.1. The Board of Directors of the Merging Companies believe that giving effect to the Merger will be in the best interests of the shareholders of Interfax Communications Limited and Altify Ireland Limited.

2.1.2. The Board of Directors of the Merging Companies concluded that the Merger is likely to result in benefits to the Group and the Shareholders.

2.1.3. Therefore, the entire Board of Directors of the Transferor Company and the entire Board of Directors of the Successor Company propose to merge the Transferor Company into the Successor Company for the purposes of restructuring the Group.

### **2.2. Merger by Absorption**

2.2.1. The Merger shall be carried out as a merger by absorption whereby the Successor Company absorbs all assets and liabilities by operation of law of the Transferor Company and the Transferor Company ceases to exist without any cash payment.

2.2.2. Accordingly, at the Effective Time, the Transferor Company shall merge into the Successor Company pursuant to the terms and conditions of these Common Draft Terms, with the Successor Company being the resulting company and the Transferor Company as the disappearing company.

2.2.3. As a consequence of the Merger, ownership, title and the possession of the Assets and Liabilities will be transferred to, or assumed by, the Successor Company by operation of law. The Successor Company will become entitled to the Assets, will continue the activities of the Business, and shall assume, carry out, perform, and complete the Liabilities from the Effective Time. All other rights and obligations of the Transferor Company shall also pass from the Transferor Company to the Successor Company under operation of law at the Effective Time.

2.2.4. Following completion of the Merger, as a consequence of the Merger, the Transferor Company ceases to exist.

## **3. The Merging Companies**

3.1. The Merging Companies are the Successor Company and the Transferor Company, and are identified as follows:

### **3.2. The Successor Company**

3.2.1. The Successor Company is Interfax Communications Limited, a private company limited by shares incorporated under the laws of Ireland and tax resident in Ireland, with company number 520413 and with its registered office at 9 Clare Street, Dublin 2, D02 HH30.

3.2.2. The Successor Company has an issued share capital of €100 divided into 100 Ordinary Shares of €1.00 each.

3.2.3.The shareholder of the Successor Company is Upland Software UK Limited.

3.2.4.The Successor Company' shares are not listed on a regulated market, and it has not previously offered financial securities to the public.

3.2.5.The Successor Company's Constitution is attached hereto at Schedule 1.

3.2.6.The Successor Company is not subject to any bankruptcy or insolvency proceedings, has not ceased trading, has not been dissolved or is not in liquidation.

### 3.3. The Transferor Company

3.3.1.The Transferor Company is Altify Ireland Limited, a private company limited by shares incorporated under the laws of Ireland and tax resident in Ireland, with company number 406845 and with its registered office at 9 Clare Street, Dublin 2, D02 HH30.

3.3.2.The Successor Company has an issued share capital of €2,375.76 divided into 177,790,923 Ordinary Shares of €0.00001 each, 29,851,796 "A" Ordinary Shares of €0.00001 each and 29,933,703 Convertible Redeemable Preference Shares of €0.00001 each.

3.3.3.The shareholder of the Transferor Company is Upland Software UK Limited but at the Effective Time will be Interfax Communications Limited.

3.3.4.The Transferor Company' shares are not listed on a regulated market, and it has not previously offered financial securities to the public.

3.3.5.The Transferor Company is not subject to any bankruptcy or insolvency proceedings, has not ceased trading, has not been dissolved or is not in liquidation.

3.3.6.No depository receipts for shares in the Transferor Company have been issued with the cooperation of the Transferor Company and no right of usufruct or right of pledge has been created on any share in the capital of the Transferor Company.

3.3.7.The Transferor Company has no supervisory board.

## 4. Likely Repercussions on Employment

### 4.1. Employees

4.1.1. As at the date of these Common Draft Terms, both the Transferor Company and the Successor Company has employees.

4.1.2.As a consequence of the Merger, the employees of the Transferor Company will become employees of the Successor Company by operation of Irish law. Such employees of the Transferor Company will continue to be employed on the same terms as they currently employed once the Merger has completed. Accordingly, it is anticipated that the Merger will not have any negative impact on the employees of the Transferor Company.

#### **4.2. Directors**

4.2.1. For the purposes of Section 422(2)f of the 2014 Act, no special advantages are to be granted to any director of the Merging Companies or any of them.

### **5. Accounting**

#### **5.1. Treatment**

5.1.1. All of the Assets and Liabilities shall for accounting purposes be treated as those of the Successor Company with effect from the Effective Time. The transactions of the Transferor Company shall be treated as those of the Successor Company from the Effective Time.

5.1.2. The statutory provisions regarding the legal effectiveness of the Merger shall not be affected.

#### **5.2. Merging Companies' Accounts**

5.2.1. For the purposes of preparing the Common Draft Terms, the Merging Companies used the following financial statements:

a) in the case of the Successor Company, the Successor Company's Financial Statements (that is the audited financial statements made up to the 31. December 2020);

and

b) in the case of the Transferor Company, the Transferor Company's Financial Statements (that is the audited financial statements made up to the 31. December 2020).

5.2.2. As the Successor Company's latest accounts are more than 6 months old the Successor Company has prepared an unaudited interim non-consolidated balance sheet dated 30<sup>th</sup> of September 2021.

5.2.3. As the Transferor Company's latest accounts are more than 6 months old, the Transferor Company has prepared an unaudited interim non-consolidated balance sheet dated 30<sup>th</sup> of September 2021. Accordingly, such unaudited interim non-consolidated balance sheet of both the Successor Company and Transferor Company shall constitute the "merger accounting statement."

### **6. Evaluation of the Assets and Liabilities**

#### **6.1. Evaluation and Description of Assets and Liabilities**

6.1.1. At the Effective Time, all of the Assets and Liabilities shall be transferred to the Successor Company.

6.1.2. The description of the Assets and Liabilities is established for information purposes only based on the Transferor Company's Financial Statements. This description is not exhaustive as the Merger will lead to a transfer by operation of law of all Assets and Liabilities to the Successor Company as of the Effective Time.

6.1.3. The final net book value of the assets and liabilities transferred to the Successor Company, and, as a consequence, the resulting net asset value, will be determined by the Board of Directors of the Successor Company as soon as practicable after the Effective Time.

6.1.4. The Successor Company will record the Assets and Liabilities acquired from the Transferor Company by operation of law in accordance with the accounting standards applicable to the Successor Company.

## **6.2. Transferred Assets**

6.2.1. For information purposes only, the Assets recorded in the Transferor Company's Financial Statements have a book value of \$35,487,869.62 on the 30<sup>th</sup> of September 2021.

## **6.3. Transferred Liabilities**

6.3.1. For information purposes only, the recorded Liabilities in the Transferor Company's Financial Statements have a book value of \$15,816,879.53 on the 30<sup>th</sup> of September 2021.

6.3.2. Should any liability appear over and above the liabilities mentioned above as a result of any error or omission (or any over-or under- provisioning), the Successor Company will assume such liability without any right of recourse against the Transferor Company.

6.3.3. Furthermore, as a result of the Merger, both pending cases of litigation (if any) and possible future cases of litigation involving the Transferor Company will be transferred to the Successor Company.

## **6.4. Net Assets Transferred**

6.4.1. Based on the above, the Assets and Liabilities records in the Transferor Company's Financial Statement for information purposes have a net book value of \$19,670,990.09.

## **6.5. Creditors' Rights**

6.5.1. Upon the completion of the Merger, the creditors of the Transferor Company shall become the creditors of the Successor Company. It is not envisaged that the rights of the creditors of either Merging Company will be adversely affected by the Merger.

## **7. Conditions Precedent**

7.1. The Merger shall not be completed unless each of the following conditions precedent has been satisfied:

7.1.1. The Boards of the Merging Companies to approve the Common Draft Terms;



7.1.2. The Successor Company's shareholder has approved the Merger and these Common Draft Terms;

7.1.3. The Transferor Company's shareholder has approved the Merger and these Common Draft Terms;

7.1.4. SAP declarations lodged in CRO.

## 8. Legal Process

8.1. The Directors of each of the Merging Companies are not required to prepare an explanatory report (within the meaning of Section 467(1) of the 2014 Act) on the basis that the Merger is taking place as a merger by absorption.

8.2. No person is required to be appointed pursuant to Section 468(1) of the 2014 Act to examine the Common Draft Terms or make a report on these Common Drafts Terms to the shareholders of the Merging Companies on the basis that the merger is taking place as a merger by absorption.

## 9. Effect of the Merger

9.1. At the Effective Time:

9.1.1. the Assets and Liabilities shall transfer to, and be assumed by, the Successor Company by operation of law;

9.1.2. the Successor Company shall, by operation of law, succeed the Transferor Company in all agreements previously entered into by the Transferor Company;

9.1.3. the activities of the Business shall be continued by the Successor Company; and

9.1.4. the Transferor Company shall cease to exist.

9.2. The Merging Companies intend that all the benefits and burdens of ownership of all of the Assets and Liabilities shall transfer to, and be acquired and assumed by, the Successor Company by operation of law at the Effective Time. The Merging Companies acknowledge and agree that certain of the transfers contemplated by these Common Draft Terms may nevertheless not be completed at the Effective Time due to inability to obtain consents or approvals or the inability of the Merging Companies to take certain actions necessary to affect such transfers. In connection therewith, the Successor Company will pay, perform, and discharge on behalf of the Transferor Company all of the Transferor Company's obligations with respect to any such transfers in a timely manner and in accordance with the terms thereof.

## **10. Miscellaneous Provisions**

### **10.1. Further Assurances**

Each Merging Company shall do, sign, or execute, or procure to be done, signed or executed all such other acts, deeds, documents, and things as may be necessary or desirable in respect of the Merger and the transfer of the Assets and Liabilities to the Successor Company pursuant to these Common Draft Terms.

### **10.2. Severability**

Each of the provisions of these Common Draft Terms are separate and severable and enforceable accordingly and if at any date any provision is adjudged by a court of competent jurisdiction to be void or unenforceable the validity, legality, and enforceability of the remaining provisions hereof and of that provision in any jurisdiction shall not in any way be affected or impaired thereby.

### **10.3. Survival of Obligations**

The provisions of these Common Draft Terms which shall not have been performed at the Effective Time shall, to the extent possible and to the extent that this does not contravene the legal rules governing the Merger, remain in full force and effect notwithstanding the Effective Time.

### **10.4. Whole Common Draft Terms**

These Common Draft Terms contain the whole agreement between the Merging Companies relating to the transactions provided for in these Common Draft Terms and supersede all previous agreements (if any) between such Merging Companies in respect of such matters and each of the Merging Companies acknowledges that in agreeing to enter into these Common Draft Terms it has not relied on any representation nor warranties except for those contained in these Common Draft Terms.

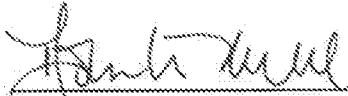
### **10.5. Variation**

No variation of these Common Draft Terms shall be valid unless it is in writing and signed by or on behalf of each of the Merging Companies hereto.

### **10.6. Governing Law and Jurisdiction**

These Common Draft Terms shall be governed by and construed in accordance with the laws of Ireland.

SIGNED for and on behalf of  
INTERFAX COMMUNICATIONS LIMITED



Director


Date: 01/12/21

SIGNED for and on behalf of  
INTERFAX COMMUNICATIONS LIMITED

Director

Date:

SIGNED for and on behalf of  
ALTIFY IRELAND LIMITED



Director

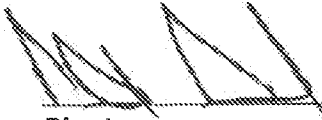
Date: 01/12/21

SIGNED for and on behalf of  
ALTIFY IRELAND LIMITED

Director

Date:

**SIGNED for and on behalf of  
INTERFAX COMMUNICATIONS LIMITED**



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**Director**

**Date:** 01/12/21

**SIGNED for and on behalf of  
INTERFAX COMMUNICATIONS LIMITED**

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**Director**

**Date:**

**SIGNED for and on behalf of  
ALTIFY IRELAND LIMITED**

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**Director**

**Date:**

**SIGNED for and on behalf of  
ALTIFY IRELAND LIMITED**



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**Director**

**Date:** 01/12/21

ALTIFY IRELAND LIMITED  
Company Number: 406845  
(the "Company")

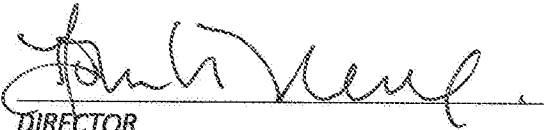
We, the undersigned, on behalf of the sole Member for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings hereby pass the following Resolutions as a Special Resolution and agree that the said Resolutions shall, pursuant to Section 196(4) of the Companies Act 2014 and the Constitution of the Company, for all purposes be as valid and effective as if same had been passed at a General Meeting of the Company duly convened and held.

Special Resolution

---

*It was resolved,*

1. "THAT the Common Draft Terms be and are hereby approved and authorised for the purposes of Section 202 (1) (a) (ii);
2. THAT the Merger of the Company with its 100% parent company, Interfax Communications Limited, by way of merger by absorption pursuant to Part 9 of the Companies Act 2014 be and is hereby approved and authorised for the purposes of Section 202 (1) (a) (ii) with effect from 01 January 2022; and
3. THAT the Directors of the Company be authorised to take all such actions as they consider necessary or appropriate to carry on the Merger and foregoing resolutions into effect".



DIRECTOR

*For and on behalf of*

INTERFAX COMMUNICATIONS LIMITED

Date: 01 January 2022

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DIRECTOR

*For and on behalf of*

INTERFAX COMMUNICATIONS LIMITED

Date: 01 January 2022

**ALTIFY IRELAND LIMITED**

Company Number: 406845

(the "Company")

We, the undersigned, on behalf of the sole Member for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings hereby pass the following Resolutions as a Special Resolution and agree that the said Resolutions shall, pursuant to Section 196(4) of the Companies Act 2014 and the Constitution of the Company, for all purposes be as valid and effective as if same had been passed at a General Meeting of the Company duly convened and held.

**Special Resolution**

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Date: 01 January 2022

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*DIRECTOR*  
*For and on behalf of*  
*INTERFAX COMMUNICATIONS LIMITED*

Date: 01 January 2022



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*DIRECTOR*  
*For and on behalf of*  
*INTERFAX COMMUNICATIONS LIMITED*

**INTERFAX COMMUNICATIONS LIMITED**

**Company Number: 520413**

(the "Company")

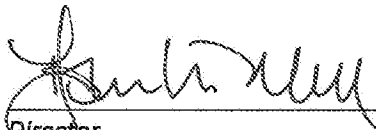
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3. THAT the Directors of the Company be authorised to take all such actions as they consider necessary or appropriate to carry on the Merger and foregoing resolutions into effect."



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*Director*

*For and on behalf of*

**UPLAND SOFTWARE UK LIMITED**

Date: 01 January 2022