

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIELDWARE, LLC		09/08/2023	Limited Liability Company: ILLINOIS
UPTRUST, INC.		09/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK, as administrative agent		
Street Address:	P.O. Box 7889		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77387-7889		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2865041	OFFENDERLINK	
Registration Number:	5415861	UPTRUST	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	22510-69		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	09/12/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2023, is by FIELDWARE, LLC, an Illinois limited liability company, and Uprust, Inc., a Delaware corporation (individually each a “Grantor” and collectively, the “Grantors”), in favor of WOODFOREST NATIONAL BANK, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Security Agreement (as defined below)).

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among the Grantors, each other signatory party thereto, and Woodforest National Bank, as administrative agent for its benefit and the benefit of each of the other Secured Parties (“Administrative Agent”), each Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by such Grantor’s trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Secured Party a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) all of its Trademarks, including, without limitation, those set forth in Schedule 1;
- (2) all renewals and extensions of the foregoing;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present, and future infringement, misappropriation, dilution, violation or impairment thereof.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties 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.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York.

[Signatures On Following Page]

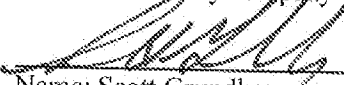
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

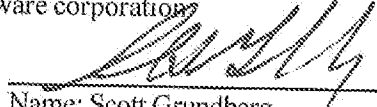
FIELDWARE, LLC,
an Illinois limited liability company

By:


Name: Scott Grundberg
Title: Chief Executive Officer

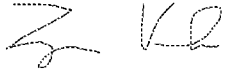
UPTRUST, INC.,
a Delaware corporation

By:


Name: Scott Grundberg
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

WOODFOREST NATIONAL BANK



By: _____

Name: Ryan Voorhies

Title: Head of TMT Banking

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

TRADEMARK REGISTRATIONS

Debtor	Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
Fieldware, LLC	Fieldware, LLC	Owner	OFFENDERLINK	2865041	July 20, 2004	United States (Federal)
Uptrust, Inc.	Uptrust, Inc.	Owner	UPTRUST	5415861	March 6, 2018	United States (Federal)

TRADEMARK APPLICATIONS

None.