

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Waterfall International Inc.		08/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	One Boston Place, 20th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3506588	WATERFALL	
<b>Registration Number:</b>	4694269	WATERFALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1989.424		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	08/11/2017		
<b>Total Attachments: 6</b>			
source=Waterfall Trademark Security Agreement#page1.tif			
source=Waterfall Trademark Security Agreement#page2.tif			
source=Waterfall Trademark Security Agreement#page3.tif			

OP \$65.00 3506588

source=Waterfall Trademark Security Agreement#page4.tif  
source=Waterfall Trademark Security Agreement#page5.tif  
source=Waterfall Trademark Security Agreement#page6.tif

## US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this "US Trademark Security Agreement") is made this 11th day of August, 2017, by and between the Grantor listed on the signature pages hereof (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 14, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Upland Software, Inc., a Delaware corporation, as parent ("Parent"), the Persons identified on the signature pages thereof as "US Borrowers" and each other Subsidiary of Parent from time to time designated as a "US Borrower" thereunder (such Persons are referred to hereinafter each individually as a "US Borrower", and individually and collectively, jointly and severally, as the "US Borrowers"), Upland Software Inc. / Logiciels Upland Inc., a Canadian federal corporation and each other Subsidiary of Parent from time to time designated as a "Canadian Borrower" thereunder (such Persons are referred to hereinafter each individually as a "Canadian Borrower" and individually and collectively, jointly and severally, as the "Canadian Borrowers", and the Canadian Borrowers, together with US Borrowers, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Wells Fargo Bank, National Association, a national banking association, as Agent and as United States administrative agent for each member of the Lender Group and the Bank Product Providers and Wells Fargo Capital Finance Corporation Canada, an Ontario corporation, as Canadian administrative agent for each member of the Lender Group and the Bank Product Providers, the Lender Group has agreed to make certain financial accommodations available to Borrowers 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 continue making the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have joined, as a Grantor (as such term is defined therein), for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 14, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Guaranty and Security Agreement"); and

WHEREAS, pursuant to the US Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this US 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, 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 US Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this US Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit 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 US Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (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 products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by 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 US 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 US Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor 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 Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this US 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 US Guaranty and Security Agreement. 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 US Guaranty and 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 US Trademark Security Agreement and the US Guaranty and Security Agreement, the US Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this US Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this US Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this US 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. COUNTERPARTS. This US Trademark Security Agreement is a Loan Document. This US 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 US Trademark Security Agreement. Delivery of an executed counterpart of this US 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 US Trademark Security Agreement. Any party delivering an executed counterpart of this US Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this US Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this US Trademark Security Agreement.

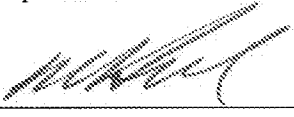
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS US TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS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

[signature page follows]

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

**GRANTOR:**

**WATERFALL INTERNATIONAL INC., a  
Delaware corporation**

By:  \_\_\_\_\_

Name: Michael D. Hill

Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**GRANTOR:**

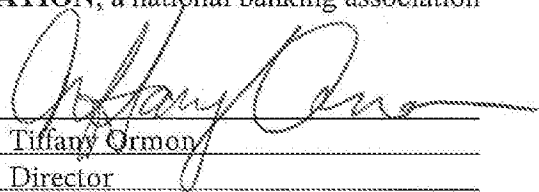
**WATERFALL INTERNATIONAL INC., a**  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL**  
**ASSOCIATION, a national banking association**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_ Tiffany Ormon \_\_\_\_\_  
Title: \_\_\_\_\_ Director \_\_\_\_\_

SCHEDULE I  
to  
US TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Waterfall International Inc.	US	WATERFALL	S# 78861447 / R# 3506588	Apr. 13, 2006 / Sep. 23, 2008
Waterfall International Inc.	US	WATERFALL	S# 86124763 / R# 4694269	Nov. 20, 2013 / Mar. 03, 2015