

08-14-2002

Form PTO-1534 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102189962

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Camden Technology, Inc.

8.12.02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: RealPage, Inc.

Internal

Address:

Street Address: 4000 International Parkway

City: Carrollton State: TX Zip: 75007

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Texas

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

OFFICE OF PATENT AND TRADEMARKS FINANCE SECTION 2002 AUG 12 PM 9:04

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 10, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/238,262 76/182,138 76/182,137 76/182,140 76/182,139

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andrew S. Ehmke

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

08-1394

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrew S. Ehmke

Name of Person Signing

Signature

August 7, 2002

Date

4

Total number of pages including cover sheet, attachments, and document:

08/13/2002 DBYRNE 00000045 76238262

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 100.00 OP

MEMORANDUM OF SALE

This Memorandum of Sale is made this 10th day of July, 2002, by and between Camden Technology, Inc., a Delaware corporation with its principal office located at Suite 1300, 3 Greenway Plaza, Harris County, Houston, Texas 77046 ("Seller") and RealPage, Inc., a Texas corporation with its principal office located at 4000 International Parkway, Denton County, Carrollton, Texas 75007 ("Purchaser") (Seller and Purchaser being hereinafter jointly referred to as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain assets identified herein (the "Transferred Assets") owned by Seller on the terms and conditions set forth herein;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller agree as follows:

This Memorandum of Sale shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns.

Pursuant to the terms and conditions hereof, Seller hereby irrevocably grants, bargains, sells, conveys, transfers, assigns, sets over and delivers unto Purchaser, its successors and assigns, effective as of the Closing Date, all of the Transferred Assets and all rights of Seller, tangible or intangible, real, personal or mixed, wherever located, in and to the Transferred Assets. Such transfer is made on an "AS IS"/"WHERE IS" basis, without representation or warranty of any kind or type. Purchaser hereby accepts such transfer.

Seller shall deliver all tangible manifestations of the Transferred Assets in Seller's possession to Purchaser on the Closing Date. Purchaser shall retain no tangible manifestations of the Transferred Assets after the Closing Date, except in connection with the license granted under the Master Agreement between Camden Property Trust and Purchaser of even date herewith.

As consideration for the transfer of the Transferred Assets, Purchaser shall on the Closing Date, issue in the name of Seller or its designee (which shall be an affiliate of Seller) a certificate for two hundred fifty thousand (250,000) shares of Purchaser's restricted, unregistered common stock and deliver such certificate to Seller or such designee. As additional consideration for the transfer of the Transferred Assets, Purchaser hereby agrees to assume the executory portions of and to perform the executory duties of the licensee under any license agreement(s) with REALHOUND.com, if any such are included in the Transferred Assets.

Subsequent to the Closing Date, Seller, at any time and from time to time, upon the reasonable request of Purchaser, shall do, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances (including, without limitation, assignments of patent rights) as may be required to convey and transfer the Transferred Assets to Purchaser.

If required by Seller to maintain its status as a REIT under the Internal Revenue Code, as determined by counsel to Seller, and upon written request of Seller so stating, Purchaser, at the entire expense of Seller, shall make an election under Section 856(l) of the Internal Revenue Code of 1986, as amended, and Seller shall join in and execute such election. After such an election is made, Purchaser shall not revoke such election without the prior written consent of Seller until such time as Seller shall no longer be a holder of Purchaser's stock. Purchaser shall provide reasonable assistance to Seller in making such election. Purchaser covenants and agrees that for so long as Seller or any of its affiliates shall own any stock of Purchaser, Purchaser shall not directly or indirectly operate or manage a lodging facility or a health care facility nor directly or indirectly provide to any other person or entity (under a franchise, license or otherwise) rights to any brand name under which any lodging facility or health care facility is operated. For purposes hereof the terms "lodging facility" and "health care facility" shall have the meanings assigned to such terms in Section 856(l) of the Code. The covenants set forth in this paragraph shall survive the closing indefinitely.

On the Closing Date, Seller agrees to execute and deliver to Purchaser a *Joinder Agreement*, substantially in the form of **Exhibit A** attached hereto, evidencing that Seller has become a party to the Purchaser's existing *Stockholders' Agreement* attached to such Joinder Agreement as Schedule One. Notwithstanding any provision of such Stockholders' Agreement, Seller may from time to time transfer all or any portion of the shares to be issued hereunder to any of Seller's affiliates.

On the Closing Date, Seller and Purchaser agree to mutually execute and deliver a *Memorandum Relating to Securities Matters*, substantially in the form of **Exhibit B** attached hereto.

"Transferred Assets" shall mean any and all software (including, without limitation, **Source Code**, and **Object Code**), any and all **Documentation** and any and all **Intellectual Property Rights** (including any and all changes, corrections, modifications, adaptations, enhancements, improvements, translations, updates, upgrades, new versions, successor programs and derivative works to or based on any of the foregoing) forming a part of or associated in any way with that certain multi-family yield management software application known as "YieldStar 1.0" or with any multi-family yield and revenue management software application obtained, by any means, by Purchaser from YieldStar Technology LLC or from any person who served as an owner, manager, developer-for-hire, consultant or the like for YieldStar Technology LLC. The Transferred Assets shall not include the Guaranty Agreement, dated November 22, 2000, made by Jennifer Nevitt in favor of Geneva Associates Merchant Banking Partners I, LLC, as assigned to Seller pursuant to an Assignment and Assumption, dated as of March 13, 2001.

"Source Code" shall mean software in human-readable, high-level language form, which when compiled or assembled, becomes the executable Object Code. Source Code shall include both human readable (listings) and machine readable (source files) forms and shall include all graphics, tools and documentation (excluding only third party materials to which Seller does not have appropriate sublicensing rights) used to design, program, build, test, maintain or upgrade a software application.

"Object Code" shall mean machine-executable computer software code in binary form.

"Documentation" shall mean any and all descriptions of the requirements, capabilities, limitations, functionality, design, operation and maintenance of the applicable software along with any and all software manuals, design specifications, data models, research materials, diagrams, system flow charts, program flow charts, file formats, file layouts, report layouts, screen layouts, test results, studies and evaluations, designer and programmer notes and comments and other installation, instructional, trouble shooting and training materials and all other documentation, system and user, currently existing, required to demonstrate, market, reproduce, maintain, modify, enhance or use the applicable software.

"Intellectual Property Rights" shall mean patent rights, copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), trade secrets, know-how, proprietary procedures and processes, moral rights, right of publicity, right of privacy, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction; all applications, substitutions, continuations, renewals and extensions thereof; and all contracts, licenses and other rights of use relating thereto.

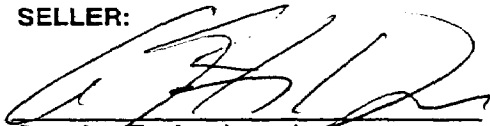
"Closing Date" shall mean July 10, 2002.

This Agreement is executed by the Parties in and shall be construed in accordance with and governed by the laws of the State of Texas.

This Agreement (including any and all attachments, schedules and/or exhibits) constitutes the sole understanding of the Parties with respect to the subject matter hereof. No Party is relying upon any statement, writing, document, representation, warranty, covenant, promise, assurance, guarantee, letter of intent or the like which is not set forth in this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser, intending to be legally bound, have caused this Memorandum of Sale to be executed on the day and year first above written by their authorized representatives.

SELLER:

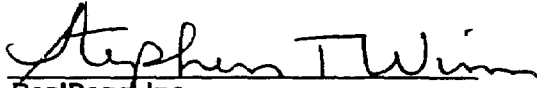


Camden Technology, Inc.

By: G. Steven Dawson

Title Senior Vice President & Chief Financial Officer

PURCHASER:



RealPage, Inc.

By: Stephen T. Winn

Title Chairman & Chief Executive Officer