

12-30-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC

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

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

1. Name of conveying party(ies): Andrew Blount d/b/a Realhound.com. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other.

2. Name and address of receiving party(ies): RealPage, Inc. Internal Address: Legal Counsel. Street Address: 4000 International Pkwy. City: Carrollton State: TX Zip: 75007. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Assignment, Security Agreement, Other. Includes checkboxes for Merger, Change of Name, and Other. Execution Date: July 29, 2002.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2580359. Includes checkboxes for additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: RealPage, Inc. Internal Address: Legal Counsel. Street Address: 4000 International Pkwy. City: Carrollton State: TX Zip: 75007.

6. Total number of applications and registrations involved: 1. 7. Total fee (37 CFR 3.41): \$ 40.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number.

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. James W. Harrison Name of Person Signing. Signature of James W. Harrison. Date: Dec 8, 2003.

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

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TRADEMARK REEL: 002894 FRAME: 0474

BILL OF SALE

{Ancillary to Asset Purchase Agreement of July 29, 2002}

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Bill of Sale dated this 29th day of July, 2002, by and between Andrew J. Blount, an individual resident of the state of California, (the "Grantor") with a residence at 442 Hill Street, Laguna Beach, California 92651 ("Assignor") and doing business as REALHOUND.com, a California Sole Proprietorship with its principal office located at Suite J483, 3972 Barrabca Parkway, Irvine, California 92606 and RealPage Inc., a Texas corporation with its principal office located at 4000 International Parkway, Denton County, Carrollton, Texas 75007 ("Grantee") (Grantor and Grantee being hereinafter jointly referred to as the "Parties" and individually as a "Party"). Capitalized terms not otherwise defined herein have the meanings assigned to them in the Asset Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith by and between Grantor and Grantee (the "Asset Purchase Agreement"), Grantor is to transfer to Grantee effective as of the Closing Date the Transferred Assets.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Asset Purchase Agreement, Grantor hereby grants, bargains, sells, conveys, transfers, assigns, sets over and delivers unto Grantee, its successors and assigns, effective as of the Closing Date, all of the Transferred Assets.

Grantor hereby binds itself, its successors and assigns, to warrant and, in accordance with and subject to the terms and conditions of the Asset Purchase Agreement, defend all and singular the Transferred Assets hereby conveyed unto Grantee, its successors and assigns, against any Person whomsoever claiming the same, or any part thereof.

After the Closing Date, Grantee shall undertake, assume, perform, pay, or discharge, in accordance with their terms, to the extent not theretofore performed, paid or discharged, and indemnify Sole Proprietor against and hold it harmless from Claims arising from executory obligations and liabilities associated with the Transferred Assets first arising after the Closing Date.

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

Nothing herein is intended nor does it create any right or obligation greater, lesser or different than as set forth in the Asset Purchase Agreement. In case of any conflict between any provision hereof and any provision of the Asset Purchase Agreement, the latter shall prevail. The choice of law, jurisdiction and venue provisions of the Asset Purchase Agreement shall be applicable hereto.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be executed on the day and year first above written.

GRANTOR: ANDREW J. BLOUNT


By: Andrew J. Blount

Before me, the undersigned authority, on this day appeared Andrew J. Blount, Grantor, personally known to me to be the person whose name is subscribed to the foregoing Bill of Sale, and acknowledged to me that he executed the same for the purposes therein expressed.

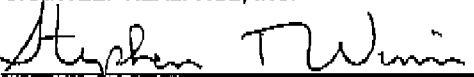
Given under my hand and seal of office this 29th day of July, 2002.


Notary Public, State of Texas



Acknowledged and Accepted By:

GRANTEE: REALPAGE, INC.


By: Stephen T. Winn
Its: Chairman of the Board

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 08, 2004

PTAS



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REALPAGE, INC.
JAMES W. HARRISON
LEGAL COUNSEL
4000 INTERNATIONAL PKWY.
CARROLLTON, TX 75007

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102634149

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



James W. Harrison
Vice President and General Counsel
RealPage, Inc.
4000 International Parkway
Carrollton, TX 75007
USA

Direct dial: (972) 820-3923
Fax: (972) 820-3932

Facsimile

DATE: July 16, 2004
TO: Mary Benton
COMPANY: USPTO
FAX NUMBER: (703) 306-5995
FROM: James W. Harrison
PAGES: 3 (not including cover page)
SUBJECT: Recordation of Assignment

Comments: Further to our telephone conversation of today, please find the referenced document. If you have any questions, please feel free to call me at the number noted above. Thanks. JWH

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