

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WebRoomz, LLC	FORMERLY WebRoomz, LLC	01/31/2008	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	RealPage, Inc.		
Street Address:	4000 International Parkway		
Internal Address:	Suite 1000		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78266991	WEBROOMZ	
CORRESPONDENCE DATA			
Fax Number:	(972)820-3932		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9728203932		
Email:	jim.harrison@realpage.com		
Correspondent Name:	James W. Harrison		
Address Line 1:	4000 International Parkway		
Address Line 4:	Carrollton, TEXAS 75007		
NAME OF SUBMITTER:	James W. Harrison		
Signature:	/James W. Harrison/		
Date:	03/18/2008		

OP \$40.00 78266991

Total Attachments: 5

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GENERAL ASSIGNMENT OF ALL INTELLECTUAL PROPERTY RIGHTS

STATE OF GEORGIA §
§
COUNTY OF FULTON §

This General Assignment of All Intellectual Property ("Assignment", as defined below) is made this 31st day of January, 2008, by and between WEBROOMZ, LLC, a Georgia limited liability company ("Assignor"), with its headquarters office located at Two Live Oak Center, 3445 Peachtree Rd. NE, Suite 1400, Atlanta, GA 30326 and REALPAGE, INC., a Delaware corporation with its principal office located at 4000 International Parkway, Denton County, Carrollton, Texas 75007 ("Assignee") (Assignor and Assignee 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. For avoidance of doubt, this Assignment shall specifically exclude any patent or attendant rights resulting from that certain U.S. patent application, serial no. 10/640,565, entitled "System and Method for Selecting and Reserving Items," including any continuations, divisions, re-issues, re-examinations thereof and corresponding patents and patent applications throughout the world ("WebRoomz Patent").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an asset purchase agreement dated as of January 31, 2008 (the "Asset Purchase Agreement"), whereby Assignor is selling and Assignee is purchasing certain Transferred Assets;

WHEREAS, pursuant to the Asset Purchase Agreement Assignor is to transfer to Assignee effective as of the Closing Date the Transferred Assets;

WHEREAS, the Transferred Assets include all of the Intellectual Property of Assignor;

WHEREAS, in order to ensure that Assignee is purchasing full and uncontested right, title and interest to all of the Intellectual Property of Assignor, Assignee has requested that Assignor assign all of its right, title and interest of whatsoever nature in and to all of its Intellectual Property;

WHEREAS, Assignee has agreed to assume all liabilities regarding the Intellectual Property of Assignor which accrue after the date of this Assignment;

WHEREAS, Assignor, now wishes to assign all of its right, title and interest of whatsoever nature in and to all of such Intellectual Property to Assignee;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS MORE FULLY SET FORTH IN THE ASSET PURCHASE AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon and subject to the terms set forth in the Asset Purchase Agreement, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest of whatsoever nature in and to all of the Intellectual Property of Assignor, but specifically excluding the WebRoomz Patent, including that certain trademark registration identified on Exhibit A hereto, together with all goodwill, and the right, where applicable, to secure any future registrations for said Intellectual Property, and all right to sue and collect in the name of Assignor for any infringement of any assigned Intellectual Property. Assignee hereby assumes all liabilities regarding the Intellectual Property of Assignor which accrue after the date of this Assignment.

This General Assignment of All Intellectual Property shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns.

Nothing herein is intended to, 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, Assignor has executed this General Assignment of All Intellectual Property this 31st day of January, 2008.

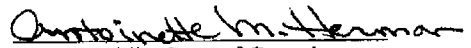
ASSIGNOR: WEBROOMZ, LLC

By: 

Its: Managing Member

Before me, the undersigned authority, on this day appeared _____, the Managing Member of WebRoomz, LLC, Assignor, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 31st of January, 2008.


Notary Public, State of Georgia, GEORGIA
NOTARY PUBLIC FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 28, 2008

SEAL

Acknowledged and Accepted By:

ASSIGNEE: REALPAGE, INC.

By: Stephen T. Winn
Its: President

Before me, the undersigned authority, on this day appeared Stephen T. Winn, President of RealPage, Inc., Assignee, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 31st day of January, 2008.

Notary Public, State of Texas

SEAL

IN WITNESS WHEREOF, Assignor has executed this General Assignment of All Intellectual Property this 31st day of January, 2008.

ASSIGNOR: WEBROOMZ, LLC

By: _____

Its: Managing Member

Before me, the undersigned authority, on this day appeared _____, the Managing Member of WebRoomz, LLC, Assignor, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 31st of January, 2008.

Notary Public, State of Georgia

SEAL

Acknowledged and Accepted By:

ASSIGNEE: REALPAGE, INC.

Stephen T. Winn

By: Stephen T. Winn

Its: President

Before me, the undersigned authority, on this day appeared Stephen T. Winn, President of RealPage, Inc., Assignee, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 31st day of January, 2008.

Leanna L. Honeycutt
Notary Public, State of Texas

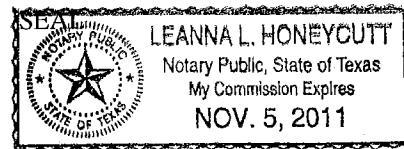


EXHIBIT A

TRADEMARKS:

WEBROOMZ – US Trademark Registration No. 2,906,405, registered November 30, 2004 (Serial No. 78/266,991 filed June 25, 2004).