

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Olympia Computing Company, Inc.		01/01/2008	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tyler Technologies, Inc.		
<b>Street Address:</b>	6500 International Parkway, Suite 2000		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75093		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1788109	SCHOOLMASTER	
Registration Number:	1758965	SCHOOLMASTER	
Registration Number:	1751134	SCHOOLMASTER	
Registration Number:	1713641	SCHOOLMASTER	
Registration Number:	1393565	SCHOOLMASTER	
Registration Number:	1368796	SCHOOLMASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)939-5849		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	hltrademarks@klgates.com		
<b>Correspondent Name:</b>	John W. Patton		
<b>Address Line 1:</b>	K&L Gates LLP, 1717 Main St., Ste. 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	1285789.00019		

**CH \$165.00 1788109**

NAME OF SUBMITTER:	Juliana Chen
Signature:	/jwc/
Date:	11/25/2009
<b>Total Attachments: 4</b> source=Tyler - Schoolmaster IP Assignment#page1.tif source=Tyler - Schoolmaster IP Assignment#page2.tif source=Tyler - Schoolmaster IP Assignment#page3.tif source=Tyler - Schoolmaster IP Assignment#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), dated to be effective as of January 1, 2008 (the "Effective Date"), is entered into between Olympia Computing Company, Inc. d/b/a Schoolmaster, a Washington corporation ("Assignor"), in favor of Tyler Technologies, Inc., a Delaware corporation ("Assignee").

Assignor is the owner of all of the trademarks, service marks, trade names, designs and logotypes used primarily in the Assignor's business and the goodwill of Assignor's business associated therewith (collectively, the "Trademarks"), including, without limitation, the United States registrations and applications for registration of the Trademarks set forth on the attached Schedule A (collectively, the "Registrations").

Assignor is the owner of copyrights protected under United States laws and treaties for the textual works used primarily in Assignor's business set forth on the attached Schedule B (collectively, the "Copyrights").

Assignor, John Schlotfeldt and Jan Schlotfeldt, on the one hand, and Assignee, on the other hand, have entered into that certain Asset Purchase Agreement dated as of the Effective Date hereof (the "Asset Purchase Agreement"), providing, among other things, that Assignor shall transfer and assign to Assignee all of Assignor's rights, title, and interest in, to, and under all Intellectual Property (including the Patents, Trademarks, Registrations, and Copyrights) owned by Assignor or used by Assignor pursuant to a license with a third party primarily in connection with Assignor's business.

Terms not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, Assignor, intending to be legally bound, does hereby transfer and assign to Assignee all of Assignor's right, title, and interest in, to, and under:

1. the Trademarks, the Registrations, the goodwill of Assignor's business associated with the Trademarks, all rights of action arising from the Trademarks, all claims by reason of infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made; and
2. the Copyrights, including all rights of copyright and any renewals or extensions thereof, all certificates of registration for the Copyrights, all rights of action arising from the Copyrights, all claims for damages by reason of infringement of the Copyrights and the right to sue and collect damages for such infringement, all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.


Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Trademarks, Registrations, and Copyrights.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, legal representatives, and permitted assigns.

This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Washington and, to the extent applicable, the Federal laws of the United States, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.

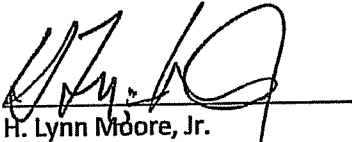
ASSIGNOR:

OLYMPIA COMPUTING COMPANY, INC. d/b/a  
SCHOOLMASTER, a Washington corporation

By:   
Name: John Schlotfeldt  
Title: President

ASSIGNEE:

TYLER TECHNOLOGIES, INC.,  
a Delaware corporation

By:   
Name: H. Lynn Moore, Jr.  
Title: Vice President and General Counsel

**Assignment of Intellectual Property  
Schedule A**

**Trademark Registrations**

**REGISTRATIONS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SCHOOLMASTER and Design	1,368,796	November 5, 1985
SCHOOLMASTER and Design	1,393,565	May 13, 1986
SCHOOLMASTER and Design	1,713,641	September 8, 1992
SCHOOLMASTER	1,751,134	February 9, 1993
SCHOOLMASTER	1,758,965	March 16, 1993
SCHOOLMASTER	1,788,109	August 17, 1993

**Assignment of Intellectual Property  
Schedule B**

**Copyrights**

**REGISTRATIONS AND APPLICATIONS**

Title

Registration Number

Registration Date

See, Asset Purchase Agreement, Disclosure Schedule 3.12