

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
DOMIN-8 ENTERPRISE SOLUTIONS, LLC		02/10/2010	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	REALPAGE, INC.
Street Address:	4000 International Parkway
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75007
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3152310	ACTIV-8
Registration Number:	2659000	RENTRIGHT
Registration Number:	3027111	TENANT PRO
Serial Number:	78347388	WORK ORDER PLUS
Registration Number:	2884796	DOMIN-8
Registration Number:	3152311	INVESTIG-8
Serial Number:	77875330	VERTUOS PROPERTY MANAGEMENT SOLUTIONS
Serial Number:	77875292	VERTUOS PROPERTY MANAGEMENT SOLUTIONS
Serial Number:	77875112	VERTUOS PROPERTY MANAGEMENT SOLUTIONS
Serial Number:	77875019	VERTUOS PROPERTY MANAGEMENT SOLUTIONS
Registration Number:	3228285	PARADIGM

CORRESPONDENCE DATA

Fax Number: (214)200-0853

900155387

**TRADEMARK
 REEL: 004154 FRAME: 0457**

CH \$290.00 3152310

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (214) 651-5148
Email: april.reasoner@haynesboone.com
Correspondent Name: Gavin George
Address Line 1: Haynes and Boone, LLP
Address Line 2: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	25151.67
NAME OF SUBMITTER:	Gavin George
Signature:	/Gavin George/
Date:	02/23/2010

Total Attachments: 11
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of February 10, 2010 by and among RealPage, Inc., a Delaware corporation ("Assignee"), and Domin-8 Enterprise Solutions, Inc., a Delaware corporation ("D8 Inc."), Domin-8 Enterprise Solutions, LLC, a Maryland limited liability company ("D8 LLC"), ACS Software, Inc., a Wisconsin corporation ("ACS"), New-Paradigm Solutions, LLC, an Ohio limited liability company ("Paradigm"), and PMAS, LLC, a Maryland limited liability company ("PMAS"; and together with D8 Inc., D8 LLC, ACS, and Paradigm, "Assignors").

WHEREAS, the Assignee and the Assignors are parties to that certain Asset Purchase Agreement dated as of February 2, 2010 (the "Purchase Agreement"), pursuant to which Assignors have agreed to grant, sell, assign, transfer and deliver to the Assignee, and Assignee has agreed to purchase and acquire from Assignors, all right, title and interest of the Assignors in and to the Acquired Assets, including, without limitation, the Intellectual Property more particularly identified on Schedule A attached hereto and incorporated by reference herein;

WHEREAS, Assignors are the sole and exclusive owners of all right, title and interest in and to the Intellectual Property, except as otherwise described in the Purchase Agreement;

WHEREAS, the Purchase Agreement and the Order Authorizing the Sale of Assets to RealPage, Inc. dated February 1, 2010 (the "Sale Order") requires Assignors to assign to Assignee their entire right, title and interest in and to the Intellectual Property; and

WHEREAS, Assignors and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement and to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement or Sale Order.
2. Assignment. Assignors hereby grant, assign, transfer and deliver to Assignee, its successors and assigns, their entire right, title and interest in and to the Intellectual Property and all rights associated therewith.
3. Cooperation. Assignors agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or Sale Order in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement or Sale Order. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Purchase Agreement.

5. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

RealPage, Inc.

By: Stephen T. Winn
Name: Stephen T. Winn
Title: Chief Executive Officer

ASSIGNORS:

Domin-8 Enterprise Solutions, Inc.

By: _____
Name: Tom Thistleton
Title: President

Domin-8 Enterprise Solutions, LLC

By: _____
Name: Tom Thistleton
Title: President

ACSoftware, Inc.

By: _____
Name: Tom Thistleton
Title: President

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

RealPage, Inc.

By: _____
Name: Stephen T. Winn
Title: Chief Executive Officer

ASSIGNORS:

Domin-8 Enterprise Solutions, Inc.

By: T. Thistleton
Name: Tom Thistleton
Title: President

Domin-8 Enterprise Solutions, LLC

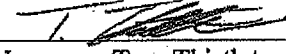
By: T. Thistleton
Name: Tom Thistleton
Title: President

ACSoftware, Inc.

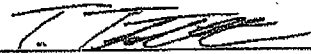
By: T. Thistleton
Name: Tom Thistleton
Title: President

[Signature Page to Intellectual Property Assignment]

New-Paradigm Solutions, LLC

By: 
Name: Tom Thistleton
Title: President

PMAS, LLC

By: 
Name: Tom Thistleton
Title: President

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Trademarks

Title	Kind	Country or State	Application No. (Filing Date) / Reg. No. (Date of Registration) (if applicable)	Additional Notes
ACTIV-8	Trademark	U.S.	76603054 (July 19, 2004) / 3,152,310 (Oct. 3, 2006)	Active Supplemental Registration. Owner: Domin-8 Enterprise Solutions, LLC; Security Interest Granted
PASC Diamond Logo	Trademark	State of Texas	State of Texas Reg. No. 800295086 (Jan 9, 2004)	Active Registration Owner: Property Automation Software
RENTRIGHT	Trademark	U.S.	76345617 (Dec. 5, 2001) / 2,659,000 (Dec. 10, 2002)	Active Registration; Owner: Domin-8 Enterprise Solutions, LLC; Security Interest Granted
TENANT PRO	Trademark	U.S.	U.S. 78416778 (May 11, 2004) / U.S. 3,027,111 (Dec. 13, 2005);	Active Registration Owner: Domin-8 Enterprise Solutions, LLC Security Interest Granted
TENANT PRO	Trademark	State of Texas	State of Texas Reg. No. 800295095; (Feb 2, 2004)	Active Registration Owner: Property Automation Software
WORK ORDER PLUS	Trademark	U.S.	78347388 (Jan. 2, 2004)	Active Application Owner: Domin-8 Enterprise Solutions, LLC Security Interest Granted
CAM II, The Management System	Unregistered Trademark	--	--	
i-CAM	Unregistered Trademark	--	--	

i-DOC	Unregistered Trademark	--	--	
LIHTC ACCUCert	Unregistered Trademark	--	--	
DOMIN-8	Service Mark	U.S.	76418294 (June 7, 2002) / 2,884,796 (Sept. 14, 2004)	Active Registration Owner: Domin-8 Enterprise Solutions, LLC Security Interest Granted
INVESTI-8	Service Mark	U.S.	76603124 (July 19, 2004) / 3,152,311 (Oct. 3, 2006)	Active Supplemental Registration Owner: Domin-8 Enterprise Solutions, LLC Security Interest Granted
CAM Software & Support	Trade Name	--	--	
CAM Systems, Inc.	Trade Name	--	--	
CSI	Trade Name	--	--	
TCGT	Trade Name	--	--	
TCG Technologies	Trade Name	--	--	
TCG Technologies, LLC	Trade Name	--	--	
VERTUOS PROPERTY MANAGEMENT SOLUTIONS	Service Mark	U.S.	77875330 (Nov 18, 2009)	Domin-8 Enterprise Solutions, LLC.
VERTUOS PROPERTY MANAGEMENT SOLUTIONS	Service Mark	U.S.	77875292 (Nov 18, 2009)	Domin-8 Enterprise Solutions, LLC.
VERTUOS PROPERTY MANAGEMENT SOLUTIONS	Service Mark	U.S.	77875112 (Nov 18, 2009)	Domin-8 Enterprise Solutions, LLC.
VERTUOS PROPERTY MANAGEMENT SOLUTIONS	Trademark	U.S.	77875019 (Nov 18, 2009)	Domin-8 Enterprise Solutions, LLC.
PARADIGM	Service Mark	U.S.	76418582 (June 7, 2002) /	Domin-8 Enterprise Solutions, L.L.C.

			3228285 (April 10, 2007)	
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Trademark Applications

None

Patents

None

Copyrights

Title	Country	Registration No.	Additional Notes
Manage IT	U.S.	Reg. No. TXu-1-114-253 (Feb 1, 2002)	Logicbuilt, Inc.
Manage IT Software	U.S.	Reg. No. TXu-1-114-253 (Feb 1, 2002)	Logicbuilt, Inc.
RentRight property management software	U.S.	Reg. No. TX-5-872-377 (July 8, 2003)	Rentright, Inc.
RENTRIGHT NEXT GENERATION	U.S.	Reg. No. TXu-1-309-933 (July 24, 2007)	Rentright, Inc.

Software

Software Products

- Paradigm
- Management Plus
- Real Property Plus
- Manage-IT
- Property Manager Edge
- RentRight
- Accucert
- CAM-II
- I-CAM
- Background Screening Service
- Electronic Payments Service
- Renters Insurance Service
- Resident Services Activation Service

Domain Names

- cam-systems.com
- PROPERTY-MANAGEMENT-SOFTWARE.US
- LOGICBUILT.ORG
- PROPERTYPRO.INFO
- REALESTATEMANAGER.BIZ
- propertymanagementsoftware.com
- propertymanagementsolutions.com
- PMSOFTWARE.NET
- ACSOFTWARE.COM
- AMERICANCOMPUTERSOFTWARE.COM
- DOMIN8.COM
- EASYLANDLORD.NET
- FORMSFORTENANTPRO.COM
- INVESTIG-8.COM
- LANDLORDPRO.COM
- M-ITKNOWLEDGEBASE.COM
- NEWPARADIGMINSURANCE.COM
- PAIDRENTS.COM
- PAIDRENTS.NET
- PAYRENTS.COM
- PMEKNOWLEDGEBASE.COM
- PROPERTYPROSOFTWARE.COM
- RENTERSPORTAL.NET
- RESIDENTSTOP.COM
- RRKNOWLEDGEBASE.COM
- TENANTPRO.COM
- TENANTPROFORMS.NET
- TPKNOWLEDGEBASE.COM
- LOGICBUILT.COM
- LOGICBUILT.NET
- RENTERSPORTAL.COM
- NEW-PARADIGMINSURANCE.COM
- OWNERSTOP.COM
- MAKEARENTPAYMENT.COM
- PAYARENT.COM
- PAYMYOWNRENT.COM
- PAYTHERENTONLINE.COM
- ACTIV8SERVICES.COM
- ACTIV-8SERVICES.COM
- NEWPARADIGMNINSURANCE.COM
- PARADIGMINSURANCE.COM
- PARADIGMRPM.COM
- PROPERTYMANAGEMENTSOFTWAREANDSERVICES.COM
- RESIDENTIALPROPERTYMANAGEMENTSOLUTIONS.COM

- PAYRENTS.NET
- domin-8.ca
- INVESTIG8.COM
- MANAGEIT.US
- EPROPERTYPRO.COM
- EPROPERTYPRO.NET
- ETENANTPRO.COM
- TENANTPROCUSTOMERS.COM
- TCGTECHNOLOGIES.COM
- ACCUCERT.NET
- ECAREMANAGEMENT.COM
- SENIORHOUSINGSOFTWARE.COM
- rentright.com
- PMEDGE.COM
- PROPERTYAUTOMATION.COM
- rentright.cc
- PROPERTY1.COM
- OUTLOOKSOFTWARE.COM
- VERTUOS.COM
- VERTUOS.NET
- VERTUOS.ORG
- VAYANCE.COM
- VAYANCE.NET
- VAYANCE.ORG
- TECHNOLOGYADVISOR.NET
- TENANTLAWCENTER.COM
- PROPERTYFORUM.ORG
- DOMIN-8.COM
- PMAS.COM
- EPAYPLUS.NET
- TENANTPROCHECKS.COM
- PROPERTYPRO.NET
- TENANTPROFORMS.COM
- EASYLANDLORD.COM
- rent-right.com

E-mail Addresses

The following email domains are active:

- Domin-8.com
- acsoftware.com
- logicbuilt.com
- pmas.com
- pmedge.com

- propertyautomation.com
- tcgtechnologies.com
- tenantpro.com

The following email domains are pending our acquisition of each email domain from Rent Right, Inc.:

- rent-right.com
- rentright.com