

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Property Research Partners, LLC		03/31/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yardi Systems, Inc.		
<b>Street Address:</b>	430 S. Fairview Avenue		
<b>City:</b>	Goleta		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93117		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3057589	PROPERTYSHARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)223-8048		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	303.223.1248		
<b>Email:</b>	akrause@bhfs.com		
<b>Correspondent Name:</b>	Ashley Krause		
<b>Address Line 1:</b>	410 Seventeenth Street		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	98000.263 5/10/10 DRS		
<b>NAME OF SUBMITTER:</b>	Ashley Krause		
<b>Signature:</b>	/ashleykrause/		

OP \$40.00 3057589

Date:

05/10/2010

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of March 31, 2010 ("*Effective Date*") by and between Property Research Partners, LLC, a New York limited liability company, and Matthew Haines (collectively, the "*Assignor*"), and Yardi Systems, Inc., a California corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated of even date herewith (the "*Agreement*");

WHEREAS, Assignor and its subsidiaries own certain assets, properties and rights, and all associated trademarks and copyrights, each as more fully described on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, "*Intellectual Property*");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Assignment.** Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Intellectual Property, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income royalties or payments due or payable as of the Effective Date or thereafter, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; provided that Assignor is not assigning, transferring or conveying to Assignee any rights with respect to the domain names "matthewhaines.com" or "nrqw.com."
- 2. Recordation.** Assignor hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the trademarks and copyright set forth on Exhibit A and comprising part of the Intellectual Property.
- 3. Further Assurances.** Assignor shall take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this

Assignment, provided that Assignor shall not be required to expend any material funds in connection therewith.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the Effective Date.

**ASSIGNOR:**

PROPERTY RESEARCH PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Matthew Haines

**ASSIGNEE:**

YARDI SYSTEMS, INC.

By: Gleel  
Name: Gordon Howell  
Title: C.O.O., Secretary

**ASSIGNOR:**

PROPERTY RESEARCH PARTNERS, LLC

By: 

Name: Matthew Haines

Title: Managing member



Matthew Haines

**ASSIGNEE:**

YARDI SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
Intellectual Property

Software Assets

1. PropertyShark Extract, Transform and Load (ETL) Software

Approximately 2800 scripts that perform extracting, transforming, and loading data. These scripts are used to populate the PropertyShark database with data. These scripts are contained in the directory /rtx/datacode/

2. PropertyShark Web Site Application Software

An application to present to the user the web site known as PropertyShark.com, to receive user input, and to formulate screens and reports in response to user queries.

Trademarks

Mark	Reg. No./ App. No.	Goods/Services	Owner	Status
PROPERTYSHARK	3,057,589 78/561,715	Cl. 36: real estate listing; providing information in the field of real estate by means of linking the web site to other web sites featuring real estate information Cl. 42: real estate research services	Property Research Partners, LLC (New York limited liability company)	Sec. 8 & 15 Declaration Due 2/07/12

Registered "PropertyShark.com" as an assumed name. Filed with the NY Department of State. Exact date unknown, but probably in 2004 or 2005.

## Copyrights

Copyright registration, April 8<sup>th</sup>, 2005: PropertyShark Help & Frequently Asked Questions – February 2005

Copyright registration, April 21<sup>st</sup>, 2005: Property Shark 2004 AB, Entire Computer Program

Copyright registration, April 21<sup>st</sup>, 2005: Property Shark 2005, Computer Program Published December 17, 2004, Revisions to computer program

Copyright registration, April 8<sup>th</sup>, 2005: PropertyShark Foreclosures and Lis Pendens Pages – February 2005

Copyright registration, February 23, 2005: PropertyShark Help & Frequently Asked Questions – February 2005

Copyright registration, February 23, 2005: PropertyShark Map Page Source Code – January 2005

Unregistered copyright – all elements of the PropertyShark web site not covered by listed copyrights, including code, graphics, text, layout of web site, selection and ordering of elements, and so on. Certain code libraries are owned by other parties and Seller has no copyright interest therein. Most of this code can be found in Seller's revision control system, SVN. SVN keeps track of the author of each line of code.

## Domain Names

- a. propertyshark.com
- b. propertysharks.com
- c. nycpropertyshark.com
- d. nypropertyshark.com
- e. proeprtyshakr.com
- f. propertyshakr.com
- g. propertysharp.com
- h. propshark.com
- i. pshark.com
- j. pshark.mobi
- k. pshrk.com
- l. psrk.com
- m. psrk.mobi
- n. freepropertylookup.com
- o. floridaforcs.com
- p. laforcs.com
- q. newyorkforcs.com
- r. njforcs.com

- s. nycforcs.com
- t. nyforcs.com
- u. seattleforcs.com
- v. propertysharkuniversity.com
- w. psharku.com
- x. propertyresearchpartners.com
- y. enrovia.com
- z. enroviaresearch.com
- aa. nycpropertyresearch.com
- bb. nypropertyresearch.com
- cc. ownerwizard.com
- dd. propertytaxwizard.com
- ee. seattlepropertyresearch.com

#### **Trade Secrets and Proprietary/Confidential Non-Public Information**

All trade secrets used exclusively in the development, marketing, servicing and licensing of the PropertyShark Extract, Transform and Load (ETL) Software and PropertyShark Web Site Application Software and related services, including, without limitation, all customer lists and confidential know-how.