

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
Information Systems and Services, Inc.		07/31/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Yardi Systems, Inc.		
Street Address:	430 S. Fairview Avenue		
City:	Goleta		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3217843	VISUAL HOMES	
Registration Number:	3218097	PARTNERING TO BUILD BETTER COMMUNITIES	
CORRESPONDENCE DATA			
Fax Number:	(303)223-8048		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.223.1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	98000.309 8/31/10 DRS		
NAME OF SUBMITTER:	Ashley Krause		
Signature:	/ashleykrause/		

OP \$65.00 3217843

TRADEMARK

900170658

REEL: 004270 FRAME: 0365

Date:

08/31/2010

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of July 31, 2010 ("*Effective Date*") by and between Information Systems and Services, Inc., a Maryland corporation ("*Assignor*") and Yardi Systems, Inc., a California corporation ("*Assignee*").

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

WHEREAS, Assignor owns certain assets, properties and rights, and all associated trademarks and copyrights, each as more fully described on Exhibit A attached hereto, and as set forth in Schedule 2.01(b) of the Agreement, 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. Assignor is not transferring any Intellectual Property pursuant to this Assignment that is not being transferred pursuant to the Agreement.

2. **Recordation.** Assignor hereby requests that 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

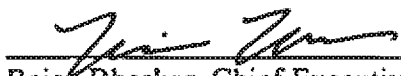
Assignment, provided that Assignor shall not be required to expend any material funds in connection therewith.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

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

ASSIGNOR:

INFORMATION SYSTEMS AND SERVICES,
INC., a Maryland corporation

By: 
Rajan Bhaskar, Chief Executive Officer

ASSIGNEE:

YARDI SYSTEMS, INC.,
a California corporation

By: _____
Anant Yardi, President

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By: _____
Rajan Bhaskar, Chief Executive Officer

ASSIGNEE:

YARDI SYSTEMS, INC.,
a California corporation

By: Anant Yardi
Anant Yardi, President

Exhibit A
Intellectual Property

VisualHOMES Software Modules

- 1) Public Housing
- 2) Section 8
- 3) Affordable Housing
- 4) Fixed Assets
- 5) Work Orders
- 6) Utility Billing
- 7) Waiting Lists
- 8) Rent Reasonableness
- 9) Purchase Requisitions
- 10) Grants & Contracts
- 11) Mobile Inspections & Work Orders
- 12) Executive Dashboard
- 13) Event Manager
- 14) Document Imaging
- 15) Document Scanning
- 16) Document Management
- 17) Human Resources
- 18) Customer Service
- 19) eProcurement
- 20) Parking Management
- 21) Report Writer
- 22) Interactive Voice Response System
- 23) Applicant & Owner Portals
- 24) Integrated Background Screening

Trademarks

- 25) VisualHOMES® logo
 - a) Registration No. 3217843
 - b) File Date: May 18, 2006



- 26) Partnering to Build Better Communities® (Slogan)
 - a) Registration No. 3218097
 - b) File Date: May 13, 2007

Copyrights

Domain Names

- 27) www.visualhomes.com
- 28) www.visualhomes.net
- 29) www.visualhomes.mobi
- 30) www.visualhomes.ca
- 31) www.visualhomes.co.uk
- 32) www.visualhomes360.com
- 33) www.visualhomes360.net
- 34) www.hudcompliance.com

Trade Secrets and Proprietary/Confidential Non-Public Information

Other

- 35) VisualHOMES Website
- 36) VisualHOMES360 Customer Portal