

**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
L1 Holdings, Inc.	FORMERLY Level One, Inc.	11/03/2010	CORPORATION: SOUTH CAROLINA
Level One, LLC		11/03/2010	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

**RECEIVING PARTY DATA**

Name:	RP Newco LLC
Street Address:	4000 International Parkway
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75007-1913
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3078328	LEVEL ONE
Registration Number:	3469072	IT'S YOUR LEASE ON THE LINE
Registration Number:	3647443	L
Serial Number:	77817354	LEVELONE.COM
Serial Number:	77633708	L1TECHNOLOGY.COM
Serial Number:	77633710	L1 TECHNOLOGY

**CORRESPONDENCE DATA**

Fax Number: (214)200-0558  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-651-5066  
 Email: jeff.becker@haynesboone.com  
 Correspondent Name: Jeffrey M. Becker c/o Haynes and Boone

CH \$165.00 3078328

**900175653**

**TRADEMARK  
 REEL: 004309 FRAME: 0948**

Address Line 1: 2323 Victory Avenue, Suite 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	25151.73
NAME OF SUBMITTER:	Jeffrey M. Becker
Signature:	/Jeffrey M. Becker/
Date:	11/03/2010

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of November 3, 2010 by and among RP Newco LLC, a Delaware limited liability company ("Assignee"), L1 Holdings, Inc., a South Carolina corporation ("L1 Holdings"), and Level One, LLC, a South Carolina limited liability company ("Level One"; and together with L1 Holdings, "Assignors").

**WHEREAS**, Assignors own the entire right, title and interest in and to certain trademarks, along with United States applications for registration of such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "Trademarks");

**WHEREAS**, Assignors have agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all right, title and interest of Assignors in and to the Trademarks pursuant to that certain Asset Purchase Agreement dated as of November 3, 2010 (the "Purchase Agreement"); 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.

**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 and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, their entire right, title and interest in and to the Trademarks and all rights and goodwill 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. Registration. Assignors hereby authorize and request that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. 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 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. 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.

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

7. 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.

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

9. Attorney in Fact. Each Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

10. 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, Assignors have caused their respective duly authorized representative to execute this Trademark Assignment as of the 3rd day of November 2010.

L1 Holdings, Inc.

By: [Signature]  
Name: Todd W. Baldree  
Title: President

STATE OF SOUTH CAROLINA )  
  )   SS:  
COUNTY OF GREENVILLE )

On this 3rd day of November 2010, before me personally appeared Todd W. Baldree, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of L1 Holdings, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires:  
2 APRIL 2019

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignors have caused their respective duly authorized representative to execute this Trademark Assignment as of the 3rd day of November 2010.

Level One, LLC

By: 

Name: Todd W. Baldree

Title: Manager

STATE OF South Carolina )

COUNTY OF Greenville ) SS:

On this 3rd day of November, 2010, before me personally appeared Todd W. Baldree, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Manager of Level One, LLC, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public:

Starla J. Brown

My commission expires:

My Commission Expires  
October 2, 2017

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 004309 FRAME: 0953

IN WITNESS WHEREOF, Assignors have caused their respective duly authorized representative to execute this Trademark Assignment as of the 2<sup>nd</sup> day of November, 2010.

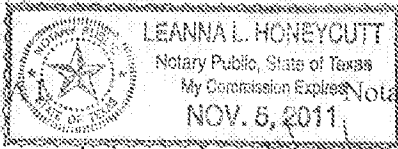
RP Newco LLC  
By: RealPage, Inc.  
Its: Sole Member

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

STATE OF Texas )  
COUNTY OF Denton )

SS:

On this 2<sup>nd</sup> day of November 2010, before me personally appeared Stephen T. Winn, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Chief Executive Officer of RealPage, Inc., sole member of [L1 Acquisition LLC], executed the same for the uses and purposes therein set forth.



S E

My commission expires: 11/5/11

Notary Public: Leanna L. Honeycutt

[TRADEMARK ASSIGNMENT – SIGNATURE PAGE]

**SCHEDULE A****Trademarks**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
LEVEL ONE®	76/636,499	4/19/2005	3,078,328	4/11/2006
IT'S YOUR LEASE ON THE LINE®	77/205,085	6/13/2007	3,469,072	7/15/2008
L (and Design)®	77/633,705	12/16/2008	3,647,443	6/30/2009

**Trademark Applications**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
LEVELONE.COM	77/817,354	9/1/2009
LI TECHNOLOGY.COM	77/633,708	12/16/2008
LI TECHNOLOGY	77/633,710	12/16/2008