

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
Real Estate Electronic Publishing Company Inc.		01/31/2011	CORPORATION: HAWAII
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3394745	INTERNETCRUSADE	
Registration Number:	3249338	REALTOWN	
Registration Number:	3266608	DOMAIN NAME MARKETING SYSTEM	
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:	98000.362 2/10/11 DRS		
NAME OF SUBMITTER:	Ashley Krause		

CH \$90.00 3394745

900184031

TRADEMARK
REEL: 004476 FRAME: 0330

Signature:	/ashleykrause/
Date:	02/10/2011
Total Attachments: 8 source=REEPCO Assign#page1.tif source=REEPCO Assign#page2.tif source=REEPCO Assign#page3.tif source=REEPCO Assign#page4.tif source=REEPCO Assign#page5.tif source=REEPCO Assign#page6.tif source=REEPCO Assign#page7.tif source=REEPCO Assign#page8.tif	

IP ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of January 31, 2011 ("*Effective Date*") by and between Real Estate Electronic Publishing Company Inc., a Hawaii 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, 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.

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.

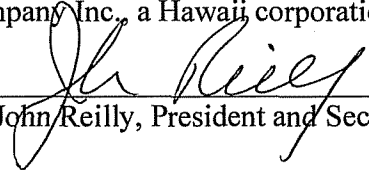
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against

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:

Real Estate Electronic Publishing
Company Inc., a Hawaii corporation

By: 
John Reilly, President and Secretary

ASSIGNEE:

Yardi Systems, Inc.,
a California corporation

By: _____
Gordon Morrell, C.O.O. and Secretary

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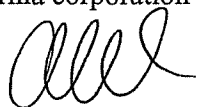
By:  _____
Gordon Morrell, C.O.O. and Secretary

Exhibit A
Intellectual Property

Software Assets

All the following software was developed in house mostly in ASP.NET framework range from 2.0 to 4.0. Most of the following software application can be extended as a SAS product.

- e-Learning System
 - platform is built to be extremely scalable
 - Each course can be completely branded to the owner (using master pages)
 - Courses can provide interactive learning experience with Videos, Wikis, FAQ Videos, Quizzes and Tests, Embedded code (anything from the web)
 - Application can range from
 1. Full blown online course with ARELLO regulatory certification
 2. Improving customer satisfaction by better understanding the product
 3. Online Orientation (Association, MLS, workplace)
 4. Training platform...
 - Valuable Web 2.0 & Technology content can be used to create a course

- CRM system (aka Task Tracker)
 - Used on a daily basis by customer service reps in order to
 1. Manage customer
 2. Create tickets
 3. Manage Customer's services
 4. Run reports.
 - Integrated with Rackspace Email system
 - Integrated with Quickbooks

- Action-Center, tied to learning system and the CRM.
 - This application allows the owner of a course to create "bookmarks" in the course that will create a ticket for customer reps to act on (sales call, customer service follow up...)

- One Person One Voice (Voting)
 - Voting system used by over 40 Associations in U.S. and Canada
 - Also used as a survey tool.

- RSVP System Private (calendar)
 - This custom tailored application allows our events team to manage, book, and organize all the events.
 - Capability to manage the RSVPs for any event; and to book private, public, and limited seating events.

- RSVP System Public
 - This is the public facing site of the Private Calendar system.
 - Completely branded to P2 with interactive maps, RSVP capabilities with reminder emails
- Time Card Application
 - Used internally to track the hours of our employees.
 - System generates digital time cards that can be submitted by the employees.
- Email Marketing application
 - Application similar to Constant Contact.
- Fully manageable 3rd level domain traffic tracking system
- Mycrusade/Mydomain/ IC ordering system.
 - This web application enables our domain and email customers to manage their services.
 - Domain renewal tracking and notification
- Series of Rackspace integration tools used throughout our applications.
 - Extended knowledge of Rackspace email API
 - Migrated thousands of accounts from Ipswitch automatically.
 - This knowledge can be leveraged across other companies who need/want to outsource email to Rackspace.
- RealTown online community application
 - Articles, community, groups, blogs
 - Archived content over 15 years of one million posts

Trademarks

Mark	Reg. No./ App. No.	Goods/Services	Owner	Status
INTERNETCRUSADE	3,394,745 77/251715	Cl. 36: Providing information in the field of real estate via the Internet; Providing information in the field of real estate by means of linking the web site to other web sites featuring real estate information	Real Estate Electronic Publishing Co. (Hawaii corporation)	Sec. 8 & 15 Declaration Due 3/11/2014
REALTOWN	3,249,338 78/923966	Cl. 36: Providing a website featuring	Real Estate Electronic Publishing Co., Inc.	Sec. 8 & 15 Declaration Due

		information on online community property listings, news and services in the field of real estate; Providing information in the field of real estate by means of linking the web site to other web sites featuring real estate information; Real estate multiple listing services	(Hawaii corporation)	6/05/2013
DOMAIN NAME MARKETING SYSTEM	3,266,608 77/065,668	Cl. 41: Educational services, namely, providing conferences, seminars, classes and workshops, live and online, in the fields of promotion and marketing of business products and services; Educational services, namely, conducting seminars, classes and workshops, live and online, in the field of web-based internet promotional advice and instruction and distribution of course material in connection therewith; Providing on-line training courses, seminars and workshops in the field of internet business marketing; Training courses in strategic planning relating to advertising, promotion, marketing and business	Real Estate Electronic Publishing Co., Inc. (Hawaii corporation)	Sec. 8 Declaration Due 7/17/13

Copyrights

None.

Domain Names

Domain Name (and ID)	Expiry Date
domainnamemarketingsystem.com (42470)	8/22/2011
e-mailactionplan.com (4064)	5/30/2011
emailactionplan.com (4065)	5/30/2011
e-mailactionplans.com (4066)	5/30/2011
emailactionplans.com (4067)	5/30/2011
EMAILANDDOMAINSERVICES.COM (3967)	3/20/2012
emailmarketingplan.com (4069)	5/30/2011
emailmarketingplans.com (4070)	5/30/2011
icftp.com (4044)	4/4/2011
internetcrusade.biz (4077)	11/13/2011
internet-crusade.com (4049)	9/14/2011
internetcrusade.info (4078)	11/13/2011
InternetCrusade.mobi (41759)	7/3/2011
internetcrusade.org (43382)	11/3/2011
internetcrusade.us (43383)	11/2/2011
InternetCrusades.com (3939)	7/5/2012
InternetCrusadeSucks.com (3779)	9/21/2011
mlsinformation.com (3893)	6/9/2011
mlsinformation.net (3892)	6/9/2011
mlsinformation.org (3894)	6/9/2011
onepersononevoice.com (11276)	6/13/2011
onepersononevoice.com (11276)	6/13/2011
p2websites.com (49026)	4/3/2011
point2website.com (51324)	3/17/2012
point2websites.com (49027)	4/3/2011
RealEstateElectronicPublishingCompany.com (3758)	10/15/2011
realtalkdigest.com (44689)	3/1/2012
realtalkuniversity.com (44428)	2/5/2012
realtown.biz (47252)	10/17/2011
realtown.com (4057)	12/2/2011
realtown.info (47982)	12/22/2011
RealTown.net (3972)	3/16/2012
realtown.org (47251)	10/18/2011
realtown.us (47253)	10/17/2011
realtownarticles.com (49397)	4/24/2011
RealTownBlog.com (4096)	3/22/2012
realtown-blogs.com (37345)	10/6/2011
RealTownBlogs.com (4097)	3/22/2012
realtownclassifieds.com (45188)	4/11/2011
realtowncommunities.com (39416)	2/23/2012
realtowncommunities.net (44526)	2/14/2012
realtowncommunities.org (44527)	2/14/2012
realtowncommunity.com (39417)	2/23/2012
realtowngroups.com (49398)	4/24/2011
realtownmail.com (49396)	4/24/2011
realtownnews.com (48042)	12/31/2011
realtownprofiles.com (49399)	4/24/2011

realtownreport.com (44509)	2/12/2012
realtownreports.com (44510)	2/12/2012
realtowncommunities.com (39471)	2/28/2012
realtowncommunity.com (39470)	2/28/2012
realtownstore.com (44430)	2/5/2012
realtowntimes.com (3891)	3/25/2012
realtownuniversity.com (44427)	2/5/2012
realtownwiki.com (44336)	1/29/2012
REEPCO.com (32448)	10/15/2012
smtpa.com (40750)	5/11/2011
TechnologyAudit.com (3928)	5/8/2011
TheInternetCrusaders.com (35617)	5/23/2011

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