

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to April 30, 2008 IP Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Argus Software, Inc.		06/10/2011	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2532574	CTI	
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:	98000.374 6/14/11 DRS		
NAME OF SUBMITTER:	Ashley Krause		
Signature:	/ashleykrause/		
Date:	06/14/2011		
Total Attachments: 2 source=Argus IP Amend#page1.tif source=Argus IP Amend#page2.tif			

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AMENDMENT TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Amendment*"), effective as of April 30, 2008 (the "*Effective Date*"), is by and between Yardi Systems, a California corporation ("*Buyer*"), and Argus Software, Inc., a Delaware corporation ("*Seller*").

RECITALS

- A. The parties executed that certain Intellectual Property Assignment Agreement by and between Buyer and Seller as of April 30, 2008 (the "*Original IP Agreement*").
- B. The parties desire to enter into this Amendment to i) remove language referencing Assignee's rights to sue for claims for damages by reason of present and future infringement with respect to the Intellectual Property and ii) amend the "*Software Assets*" listed in Exhibit A of the Original IP Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Amendment, and the mutual promises and covenants set forth herein the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment but not expressly defined in this Amendment shall have the meaning ascribed to them in the Original IP Agreement. All references in the Original IP Agreement shall hereafter constitute a reference to the Original IP Agreement, as amended by this Amendment.
2. **Assignment.** Section 1 Assignment of the Original IP Agreement is hereby amended and restated in its entirety to read as follows:

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, however, that Assignor hereby retains the right to sue for claims for damages by reason of past infringement.

3. **Exhibit A.** The Software Assets listed in Exhibit A to the Original IP Agreement is hereby amended and restated as follows:

Software Assets

That certain software known as INSIGHT Reporting™ software and more particularly described as providing reporting, performance management and data warehousing systems specifically for real estate companies.

That certain software known as CTI Property Management™ software and more particularly described as a commercial property management system that has capabilities relating to accounts receivable, accounts payable, general ledger, project information, job cost, fixed assets, recoveries module, financial consolidation, rent modules and property assessment.

That certain software known as CTIX software and more particularly described as facilitating the interface of data between the CTI Property Management software and other software programs.

4. **Confirmation of Original IP Agreement.** The parties hereby acknowledge and agree that the Original IP Agreement, as amended by this Amendment, remains in full force and effect.

5. **Counterparts.** This Amendment 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 parties have executed this Amendment effective as of the Effective Date.

BUYER:

SELLER:

YARDI SYSTEMS

ARGUS SOFTWARE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____