

## 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
VIGILAN, INCORPORATED		01/04/2012	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	RP NEWCO V LLC		
Street Address:	4000 International Parkway		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75007		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2973024	VIGILAN	
Registration Number:	2973025	VIGILAN	
Registration Number:	2909202	VIGILAN	
Registration Number:	3160584	WE MAKE IT SIMPLE. YOU MAKE IT YOURS.	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
Phone:	(214) 651-5148		
Email:	april.reasoner@haynesboone.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Gavin George		
Address Line 1:	Haynes and Boone, LLP		
Address Line 2:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73		

OP \$115.00 2973024

NAME OF SUBMITTER:	Gavin George
Signature:	/Gavin George/
Date:	01/10/2012
<b>Total Attachments: 5</b> source=RP Newco Assignment#page1.tif source=RP Newco Assignment#page2.tif source=RP Newco Assignment#page3.tif source=RP Newco Assignment#page4.tif source=RP Newco Assignment#page5.tif	

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of January 4, 2012 by and among RP NEWCO V LLC, a Delaware limited liability company ("Assignee"), and VIGILAN, INCORPORATED, an Oregon corporation ("Assignor").

**WHEREAS**, Assignor owns the entire right, title and interest in and to all trademarks that constitute Business Intellectual Property, 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**, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Trademarks pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"); and

**WHEREAS**, Assignor 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. Assignor hereby sells, conveys, assigns, transfers and delivers 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 effect more fully the transactions contemplated by this Assignment.
4. Registration. Assignor hereby authorizes and requests 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 Assignor, 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 Delaware 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. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of 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, Assignee has caused its duly authorized representative to execute this Trademark Assignment as of the 4 day of January, 2012.

RP NEWCO V LLC

By: RealPage, Inc.

Its: Sole Member

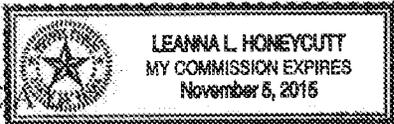
By: Stephen T. Winn

Name: Stephen T. Winn

Title: Chief Executive Officer

STATE OF TEXAS )  
COUNTY OF Denton )  
SS:

On this 4 day of January, 2012, 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 RP NEWCO V LLC, executed the same for the uses and purposes therein set forth.



S E

Notary Public: Leanna L. Honeycutt

My commission expires: 11/5/2015

EXECUTION COPY

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment as of the 4<sup>th</sup> day of January, 2012.

VIGILAN, INCORPORATED

By: Douglas A. Fullaway  
Name: Douglas A. Fullaway Title:

President and CEO

STATE OF OREGON )

) SS:

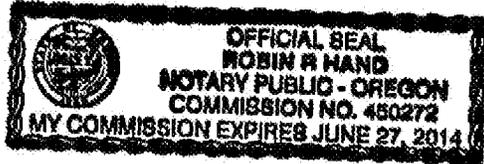
COUNTY OF WASHINGTON)

On this 4<sup>th</sup> day of January, 2012, before me personally appeared Douglas A. Fullaway, 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 and CEO of Vigilant, Incorporated, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Robin R Hand

My commission expires:



Signature Page - Trademark Assignment

**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>	<b><u>Country</u></b>
VIGILAN	1187752	August 18, 2003	TMA672,345	September 11, 2006	Canada
VIGILAN			2,973,024	July 19, 2005	USA
VIGILAN			2,973,025	July 19, 2005	USA
VIGILAN			2,909,202	December 4, 2004	USA
WE MAKE IT SIMPLE. YOU MAKE IT YOURS.			3,160,584	October 17, 2006	USA