

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
OC Concepts, Inc.		04/01/2012	CORPORATION: CALIFORNIA

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: 6

Property Type	Number	Word Mark
Serial Number:	78654335	POPCARD
Registration Number:	3677866	LEAD TRACKING SOLUTIONS
Registration Number:	3677865	LEAD TRACKING SOLUTIONS
Registration Number:	3565865	ULTIMATE PORTAL
Registration Number:	3755049	FOLLOW THE LEAD
Registration Number:	3750183	FOLLOW THE LEAD

CORRESPONDENCE DATA

Fax Number: (303)223-8048
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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

CH \$165.00 78654335

TRADEMARK

ATTORNEY DOCKET NUMBER:	98000.374 4/10/12 DRS
NAME OF SUBMITTER:	Ashley Krause
Signature:	/ashleykrause/
Date:	04/10/2012
Total Attachments: 7 source=Yardi Assign OC#page1.tif source=Yardi Assign OC#page2.tif source=Yardi Assign OC#page3.tif source=Yardi Assign OC#page4.tif source=Yardi Assign OC#page5.tif source=Yardi Assign OC#page6.tif source=Yardi Assign OC#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of April 1, 2012 ("*Effective Date*") by and between OC Concepts, Inc., a California corporation doing business as Lead Tracking Solutions ("*Assignor*") and Yardi Systems, Inc., a California corporation ("*Assignee*").

RECITALS

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

WHEREAS, Assignor owns certain assets, properties and rights, and all associated trademarks, patents and copyrights, each as more fully described on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, "*Intellectual Property*"); and

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, all common law rights and rights of registration and renewal thereof, 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 that portion of Assignor's business to which the trademarks included in the Intellectual Property pertain and the goodwill of the business symbolized by those trademarks, throughout the world, and 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 and the right to recover for damages and profits for any past, present, or future infringements of the Intellectual Property, 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 for Patents and the Commissioner for Trademarks, as applicable, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the trademarks, patents 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. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

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:

OC Concepts, Inc.,
a California corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

Yardi Systems, Inc.,
a California corporation

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


(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. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

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

ASSIGNOR:

OC Concepts, Inc.,
a California corporation

By: 
Name: William J. McCarty
Title: President

ASSIGNEE:

Yardi Systems, Inc.,
a California corporation

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

Exhibit A
Intellectual Property

Software Assets

All source and application code with respect to the Business.

Patents

CALLER INFORMATION SYSTEM, Patent No. 7,505,572, Issue Date 3/17/09

CUSTOMER INFORMATION SYSTEM, Patent No. 7,684,550, Issue Date 3/23/10

Patent Applications

US Patent Application No. 12/269,279 filed February 2, 2010

US Patent Application No. 12/698,978 filed February 2, 2010

Registered Trademarks and Trademark Applications

<u>Trademark</u>	<u>Goods</u>	<u>App. No./Filing Date</u>	<u>Reg. No./Date Reg.</u>
POPCARD	software, namely, software for managing and tracking interactions with customers and potential customers; customer relationship management software; internet portal software, sales tracking software; marketing-tracking software; marketing analysis software; reporting software; contact-tracking software; call-tracking software; database management software; software for tracking and managing customer service requests; software for property management; downloadable Internet based measurement and monitoring software for business to track and evaluate customer communications and interactions and provide customer related information and periodic reporting; and downloadable Internet based interactive notification and reporting software for business in the fields of sales, marketing, advertising, business development, property management, and customer service, in Class 9 business management of customer relationships in the field of leasing; customer relationship management services; preparing business reports; market research services, namely, market analysis and reporting, monitoring and measuring the effectiveness of advertising through the Internet and through electronic information storage by tracking customer contact information and related marketing data; business marketing services, namely, providing advertising effectiveness, customer profile and contact information data to others, in Class 35 services, namely, telecommunications routing and	78654335 6/20/05	

<u>Trademark</u>	<u>Goods</u>	<u>App. No./Filing Date</u>	<u>Reg. No./Date Reg.</u>
	<p>re-routing services; message information transmission services via digital networks; electronic store-and-forward messaging services; and electronic voice messaging services, namely, recordation and subsequent transmission of voice messages by telephone and email, in Class 38</p> <p>providing temporary use of non-downloadable Internet based measurement and monitoring software for business to track and evaluate customer communications and interactions and provide customer related information and periodic reporting; and providing temporary use of non-downloadable Internet based interactive notification and reporting software for business in the fields of sales, marketing, advertising, business development, property management, and customer service, in Class 42</p>		
LEAD TRACKING SOLUTIONS	business services, namely, customer relationship management services, and telecommunications activity monitoring services for customer contact tracking, in Class 35	78656305 6/22/05	3677866 9/1/09
LEAD TRACKING SOLUTIONS	software, namely, contact-tracking software and customer relationship management software, in Class 9	78656290 6/22/05	3677865 9/1/09
ULTIMATE PORTAL	software, namely, software for managing and tracking interactions with customers and potential customers; software for tracking and managing customer service requests; software for tracking customer contact information; software for property management; software for sales management, sales-tracking, and sales analysis; software for tracking and analyzing marketing effectiveness; software for report generation; software for contact-tracking of customers and potential customers that walk-in, email, or call; software for database capture and database management; Measurement and monitoring software for business to track and evaluate customer communications and interactions and provide customer related information and periodic reporting that may be downloaded from a global computer network; Interactive notification and reporting software for business in the fields of sales, marketing, advertising, business development, property management, and customer service that may be downloaded from a global computer network, in Class 9	78553885 1/25/05	3565865 1/20/09
FOLLOW THE LEAD	business services, namely, customer relationship management services, and customer contact tracking by monitoring telecommunications activity, in Class	77098524 2/2/07	3755049 3/2/10

<u>Trademark</u>	<u>Goods</u>	<u>App. No./Filing Date</u>	<u>Reg. No./Date Reg.</u>
	35		
FOLLOW THE LEAD	software, namely, computer software for managing and tracking interactions with customers and potential customers, customer relationship management software, Internet portal software, sales-tracking software, marketing-tracking software, marketing analysis software, reporting software for reporting customer contact efficiency, customer contact-tracking software, call-tracking software, and database management software, in Class 9	77098520 2/2/07	3750183 2/16/10

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registered With</u>	
FOLLOWTHELEAD.BIZ	7/6/2013	GoDaddy.com	Active - Locked
FOLLOWTHELEAD.COM	6/19/2014	GoDaddy.com	Active - Locked
FOLLOWTHELEAD.INFO	7/7/2013	GoDaddy.com	Active - Locked
FOLLOWTHELEAD.NET	7/7/2013	GoDaddy.com	Active - Locked
FOLLOWTHELEAD.US	7/6/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.BIZ	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.CO	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.COM	12/12/2016	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.INFO	12/13/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.ME	12/13/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.MOBI	12/13/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.NET	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.ORG	12/13/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.TV	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.US	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTION.WS	12/13/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.BIZ	1/21/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.CO	8/24/2012	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.COM	8/12/2015	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.INFO	1/22/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.NET	1/22/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.ORG	1/22/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.TV	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.US	12/12/2013	GoDaddy.com	Active - Locked
LEADTRACKINGSOLUTIONS.WS	12/13/2013	GoDaddy.com	Active - Locked
LTSOLUTIONS.COM	9/28/2014	GoDaddy.com	Active - Locked
LTSTEAM.BIZ	6/27/2012	GoDaddy.com	Active - Locked
LTSTEAM.CO	8/24/2012	GoDaddy.com	Active - Locked
LTSTEAM.COM	6/28/2012	GoDaddy.com	Active - Locked
LTSTEAM.NET	6/28/2012	GoDaddy.com	Active - Locked
LTSTEAM.ORG	6/28/2012	GoDaddy.com	Active - Locked

LTSTEAM.WS	6/28/2012	GoDaddy.com	Active - Locked
MYLTSMAIL.BIZ	7/10/2012	GoDaddy.com	Active - Locked
MYLTSMAIL.CO	8/24/2012	GoDaddy.com	Active - Locked
MYLTSMAIL.COM	7/11/2012	GoDaddy.com	Active - Locked
MYLTSMAIL.NET	7/11/2012	GoDaddy.com	Active - Locked
MYLTSMAIL.ORG	7/11/2012	GoDaddy.com	Active - Locked
MYLTSMAIL.WS	7/11/2012	GoDaddy.com	Active - Locked
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MYLTSTEAM.NET	7/8/2012	GoDaddy.com	Active - Locked
MYLTSTEAM.ORG	7/8/2012	GoDaddy.com	Active - Locked
MYLTSTEAM.WS	7/8/2012	GoDaddy.com	Active - Locked
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POPCARD.INFO	6/22/2012	GoDaddy.com	Active - Locked
POPCARD.ORG	6/22/2012	GoDaddy.com	Active - Locked
POPCARD.US	6/21/2012	GoDaddy.com	Active - Locked

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