

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centershift, Inc.		02/28/2014	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2660765	CENTERSHIFT	
Registration Number:	2657205	CENTERSHIFT	
CORRESPONDENCE DATA			
Fax Number:	3032230942		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303) 223-1142		
Email:	eholmes@bhfs.com		
Correspondent Name:	Emily C. Holmes		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	040723.0119 3/25/14 DRS		
NAME OF SUBMITTER:	Emily C. Holmes		
SIGNATURE:	/emilyholmes/		
DATE SIGNED:	03/25/2014		
Total Attachments: 6			
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TRADEMARK			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of February 28, 2014, by and between Centershift, Inc., a Delaware corporation ("*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 "*Asset Purchase 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 Asset Purchase 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. Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given to such terms in the Asset Purchase Agreement.
- 2. 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 therefor, 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, including the right to claim priority, and any and all letters patent of foreign countries which may be or have been issued on the inventions disclosed in any patent, all divisions, reissues and continuations thereof, all inventions disclosed therein, and all other future inventions and other intellectual property relating to the inventions disclosed in any patent, and including 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 Closing Time 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 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 Assignment had not been made.
- 3. 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.

4. Effectiveness. This Assignment shall become effective upon the Closing Time.

5. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered any of the rights assigned hereunder or any claim or other related matter related to such assigned rights, or agreed to do so, (b) Assignor has full power and authority to enter into this Assignment and to make the assignments set forth herein, and that the performance of Assignor's obligations under this Agreement will not violate any agreement with any other person, firm or organization, and (c) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to any of the rights assigned herein, or (ii) claims that any default exists under any agreement or arrangement.

6. 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.

7. 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 date first set forth above.

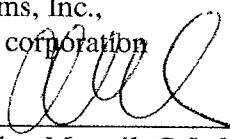
ASSIGNOR:

Centershift, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

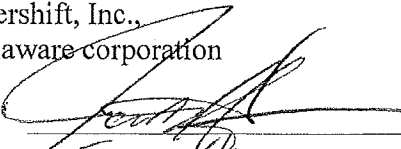
Yardi Systems, Inc.,
a California corporation

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

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Centershift, Inc.,
a Delaware corporation

By: 
Name: James R. Brown
Title: President & CEO

ASSIGNEE:

Yardi Systems, Inc.,
a California corporation

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

Exhibit A
Intellectual Property

TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Goods</u>	<u>App. No./Filing Date</u>	<u>Reg. No./Date Reg.</u>
U.S.	CENTERSHIFT	business information management services in the space, storage, and rental unit industry, offered via global computer network, in Class 35	76316252 9/24/01	2660765 12/10/02
U.S.	centershift	business information management services in the space, storage, and rental unit industry, offered via global computer network	76316251 9/24/01	2657205 12/3/02
AU	CENTERSHIFT	business information management services in the space, storage, and rental unit industry, offered via global computer network, in Class 35	2711.3.8.3 03/19/02	906876 3/19/02
EU	CENTERSHIFT	business information management services in the space, storage, and rental unit industry, including such	005842904 03/19/02	002633238 07/11/03

<u>Country</u>	<u>Trademark</u>	<u>Goods</u>	<u>App. No./Filing Date</u>	<u>Reg. No./Date Reg.</u>
		services offered via global computer network; advertising; business management; business administration; office functions, in Class 35		

****REDACTED****