

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enerliance, Inc.		05/05/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yardi Systems, Inc.		
<b>Street Address:</b>	430 S. Fairview Avenue		
<b>City:</b>	Goleta		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93117		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3987112	ENERLIANCE	
<b>Registration Number:</b>	3987113	THE POWER TO IMPROVE	
<b>Registration Number:</b>	3758205	LOBOS	
<b>Serial Number:</b>	85881029	DCX	
<b>Serial Number:</b>	85881027	DYNAMIC COMMISSIONING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032230942		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(303) 223-1142		
<b>Email:</b>	eholmes@bhfs.com		
<b>Correspondent Name:</b>	Emily C. Holmes		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	040723.0061 6/6/14 DRS		
<b>NAME OF SUBMITTER:</b>	Emily C. Holmes		
<b>SIGNATURE:</b>	/emilyholmes/		
<b>DATE SIGNED:</b>	06/06/2014		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of May 5, 2014, by and between Enerliance, Inc., a California 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:**

Enerliance, Inc.,  
a California corporation

By:

 C.E.O.  
\_\_\_\_\_  
Scot Duncan, C.E.O.

**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.

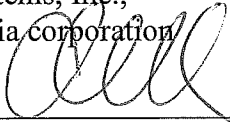
**ASSIGNOR:**

Enerliance, Inc.,  
a California corporation

By: \_\_\_\_\_  
Scot Duncan, C.E.O.

**ASSIGNEE:**

Yardi Systems, Inc.,  
a California corporation

By:  \_\_\_\_\_  
Gordon Morrell, C.O.O. and Secretary

**Exhibit A**  
**Intellectual Property**

**SOFTWARE**

LOBOS Software with common law copyrights, including any sequences used in the LOBOS Software. "Software" means computer software, computer programs and code, including all versions thereof and all computer software, computer programs and code from which such items were derived, including assemblers, applets, compilers, source code, object code, data (including image and sound data), design tools, and user interfaces, in any form or format, however fixed. Software includes source code listings and documentation.

**TRADEMARKS**

Trademark Registration for "Enerliance", registered with the United States Patent and Trademark Office on June 28, 2011; Registration No. 3,987,112.

Trademark Registration for "The Power To Improve", registered with the United States Patent and Trademark Office on June 28, 2011; Registration No. 3,987,113.

Trademark Registration for "LOBOS", registered with the United States Patent and Trademark Office on March 9, 2010; Reg. No. 3,758,205.

Publication Notice for "DCX", published with the United States Patent and Trademark Office on February 25, 2014, Serial No. 85881029.

Trademark Registration for "Dynamic Commissioning", registered with the United States Patent and Trademark Office on March 20, 2013; Serial No. 85-881027.

**PATENTS**

United States Provisional patent application 60/876,754.

Optimized control system for cooling systems, as registered with the United States Patent and Trademarks Office with Patent No. 7,890,215 and Document Identifier US20090171512 A1.

United States Patent No. 8,406,929.

International Patent Application filed under the Patent Cooperation Treaty WO 2008/079829.

## **COPYRIGHTS**

Central Plant, Draft DDC Control System, Sequences of Operation, published on January 16, 2006; with registration No. TX0007248249.

APES Demand Response Controller, Preliminary Sequences of Operation published on February 21, 2007; with registration No. TX0007232625.

APES Demand Response Controller, Preliminary Sequences of Operation, first published on December 15, 2007; with registration No. TX0007248063.

## **DOMAIN NAMES**

www.Enerliance.com

Enerliance.co

Ams-controls.com