

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yardi Systems, Inc.		09/30/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Real Estate Electronic Publishing Company LLC		
Street Address:	5309 Fontaine Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92120		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3249338	REALTOWN	
Registration Number:	3394745	INTERNETCRUSADE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	619-972-7302		
Email:	John@realtown.com		
Correspondent Name:	Real Estate Electronic Publishing Co.LLC		
Address Line 1:	5309 Fontaine Street		
Address Line 4:	San Diego, CALIFORNIA 92120		
NAME OF SUBMITTER:	John Reilly		
SIGNATURE:	/John Reilly/		
DATE SIGNED:	10/21/2014		
Total Attachments: 5			
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source=511308566_contract#page2.tif			
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source=511308566_contract#page5.tif			

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IP ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Assignment*") is made and entered into as of September 30, 2014 ("*Effective Date*") by and between Yardi Systems, Inc., a California corporation ("*Assignor*"), and Real Estate Electronic Publishing Company LLC, a California limited liability company ("*Assignee*").

WHEREAS, Yardi Canada Ltd., a Canada corporation, a wholly owned subsidiary of Assignor and Assignee are parties to that certain Asset Purchase Agreement dated of even date herewith (the "*Agreement*");

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

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, 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.

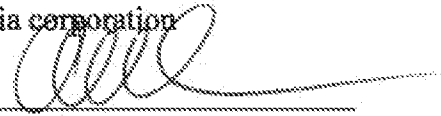
2. **Recordation.** Assignor hereby requests that the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the trademarks and copyright set forth on Exhibit A and comprising part of the 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.

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:
Yardi Systems, Inc.,
a California corporation

By: 
Name: Gordon Morrell
Title: C.O.O. and Director

Assignee:
Real Estate Electronic Publishing Company LLC,
a California limited liability company

By: _____
Name: John Reilly
Title: Member

By: _____
Name: Saul Klein
Title: Member

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:
Yardi Systems, Inc.,
a California corporation

By: _____
Name: Gordon Merrell
Title: C.O.O. and Director

Assignee:
Real Estate Electronic Publishing Company LLC,
a California limited liability company

By: _____
Name: John Reilly
Title: Member

By: _____
Name: Saul Kagan
Title: Member

Exhibit A
Intellectual Property

Software Assets for RealTown

1. CRM system (aka Task Tracker)
2. One Person One Voice (Online Voting)
3. RSVP System Private (calendar)
4. Time Card Application
5. Email Marketing application
6. Fully manageable 3rd level domain traffic tracking system
7. Mycrusade/Mydomain InternetCrusade ordering system.
8. Series of Rackspace integration tools used throughout email applications.
9. RealTown online community application

Domain Name

domainnamemarketingsystem.com (42470)
e-mailactionplan.com (4064)
emailactionplan.com (4065)
e-mailactionplans.com (4066)
emailactionplans.com (4067)
EMAILANDDOMAINSERVICES.COM (3967)
emailmarketingplan.com (4069)
emailmarketingplans.com (4070)
icftp.com (4044)
internetcrusade.biz (4077)
internet-crusade.ccm (4049)
internetcrusade.info (4078)
InternetCrusade.mobi (41759)
internetcrusade.org (43382)
internetcrusade.us (43383)
InternetCrusades.com (3939)
InternetCrusadeSucks.com (3779)
mlsinformation.com (3893)
mlsinformation.net (3892)
mlsinformation.org (3894)
onepersononevoice.com (11276)
RealEstateElectronicPublishingCompany.com (3758)
realtalkdigest.com (44689)
realtalkuniversity.com (44428)
realtown.biz (47252)
realtown.com (4057)
realtown.info (47982)
RealTown.net (3972)
realtown.org (47251)
realtown.us (47253)
realtownarticles.com (49397)

RealTownBlog.com (4096)
 realtown-blogs.com (37345)
 RealTownBlogs.com (4097)
 realtownclassifieds.com (45188)
 realtowncommunities.com (39416)
 realtowncommunities.net (44526)
 realtowncommunities.org (44527)
 realtowncommunity.com (39417)
 realtowngroups.com (49398)
 realtownmail.com (49396)
 realtownnews.com (48042)
 realtownprofiles.com (49399)
 realtownreport.com (44509)
 realtownreports.com (44510)
 realtownscommunities.com (39471)
 realtownscommunity.com (39470)
 realtownstore.com (44430)
 realtowntimes.com (3891)
 realtownuniversity.com (44427)
 realtownwiki.com (44336)
 REEPCO.com (32448)
 smtpa.com (40750)
 TechnologyAudit.com (3928)
 TheInternetCrusaders.com (35617)

Trademarks

Mark	Reg. No./ App. No.
INTERNET CRUSADE®	3,394,745 77/251715
REAL TOWN®	3,249,338 78/923966

Copyrights

None.