

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCEnergy, Inc.		08/17/2015	CORPORATION: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4208653	A POWERFUL PARTNER IN A CHANGING WORLD	
CORRESPONDENCE DATA			
Fax Number:	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>			
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:	040723.0061		
NAME OF SUBMITTER:	Emily C. Holmes		
SIGNATURE:	/emilycholmes/		
DATE SIGNED:	08/19/2015		
Total Attachments: 5			
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CH \$40.00 4208653

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*Assignment*”) is made and entered into as of August 17, 2015, by and between MCEnergy, Inc., a New York 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 set forth in Section 2.01(b) of the Asset Purchase Agreement, including the trademarks, patents and copyrights listed on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, “*Intellectual Property Assets*”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the Intellectual Property Assets.

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 all of its right, title and interest in and to the Intellectual Property Assets, 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 including that portion of the goodwill of the business symbolized by the trademarks included in the Intellectual Property Assets, throughout the world, and together with the right to collect any and all income royalties or payments due or payable as of the Closing Time or thereafter with respect to the Intellectual Property Assets, 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 Assets, 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, 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 Assets.

4. **Effectiveness.** This Assignment shall become effective upon the Closing Time.
5. **Further Assurances.** Assignor shall, at Assignee's sole expense, take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such lawful 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.
6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
7. **Conflict.** In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
8. **Governing Law.** This Assignment will be governed by and construed under the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
9. **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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

ASSIGNOR:

MC Energy, Inc.,
a New York corporation

By:


Margaret M. Carey, President

ASSIGNEE:

Yardi Systems, Inc.,
a California corporation

By:

Arnold Brier, VP and General Counsel

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

ASSIGNOR:

MCEnergy, Inc.,
a New York corporation

By: _____
Margaret M. Carey, President

ASSIGNEE:

Yardi Systems, Inc.,
a California corporation

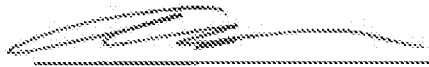
By:  _____
Arnold Brier, VP and General Counsel

Exhibit A
Intellectual Property Assets

TRADEMARKS

A POWERFUL PARTNER IN A CHANGING WORLD, U.S. Reg. No. 4,208,653

PATENTS

- 1) U.S. PATENT NO. 7,818,270 ISSUED OCTOBER 19, 2010, ENTITLED "METHOD AND SYSTEM FOR TRACKING AND BUDGETING ENERGY USAGE"
- 2) U.S. PATENT NO. 8,719,185 ISSUED MAY 6, 2014, ENTITLED "METHOD AND SYSTEM FOR TRACKING AND BUDGETING ENERGY USAGE"

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None.

SOFTWARE ASSETS

- Back Office – Used to enter and manage energy and customer data
- Data Integrator – An interface allowing mass-uploading of energy data into our system
- E2Tracksm – Web-based client-facing Reporting Suite for Energy and Environmental Data
- Metering System (Legacy) - A custom MS Access.adp implementation used to generate submeter invoices
- Metering System 2.0 ("MS2") – Used to generate submeter invoices and reports
- Rate Model Calculator ("RMC") – Software that simulates utility tariff calculations
- Reverse Auction Site – A website through which suppliers can competitively bid on procurement contracts for MCEnergy clients
- RITA – Mobile application used by employees in the field when collecting submeter data

DOMAIN NAMES

Domain	Expires	Registrar
CareyPower.com	3/20/2017	GoDaddy
CareyPower.info	3/20/2017	GoDaddy
CareyPower.net	3/20/2017	GoDaddy
MCEnergyInc.com	5/23/2019	GoDaddy
MCPowerInc.com	12/22/2016	GoDaddy
MCPowerInc.info	12/22/2016	GoDaddy
MCPowerInc.net	12/22/2016	GoDaddy
MegPowerInc.com	10/17/2016	GoDaddy
MegPowerInc.info	10/17/2016	GoDaddy
MegPowerInc.net	10/17/2016	GoDaddy
PreservationEnergy.com	7/8/2017	GoDaddy
PreservationEnergy.info	7/8/2017	GoDaddy
PreservationEnergy.net	7/8/2017	GoDaddy