

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420058

<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>
Axiometrics LLC		02/02/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RP Newco XIX LLC		
<b>Street Address:</b>	2201 Lakeside Boulevard		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75082		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85626121	SMART DATA. SMART PEOPLE. SMART DECISION	
<b>Serial Number:</b>	86341867	AXIOMETRICS	
<b>Serial Number:</b>	86629313	OPTIMAL RENTER	
<b>Serial Number:</b>	86790136	AXIO	
<b>Serial Number:</b>	86789986	AXIOPORTAL	
<b>Serial Number:</b>	86798955	AXIOMOBILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000558		
<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>	214-651-5066		
<b>Email:</b>	jeff.becker@haynesboone.com		
<b>Correspondent Name:</b>	Jeffrey M. Becker c/o Haynes and Boone		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	25151.73_08287		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Becker		
<b>SIGNATURE:</b>	/Jeffrey M. Becker/		
<b>DATE SIGNED:</b>	03/17/2017		

OP \$165.00 85626121

**Total Attachments: 5**

source=Axiometrics Trademark Assignment#page1.tif

source=Axiometrics Trademark Assignment#page2.tif

source=Axiometrics Trademark Assignment#page3.tif

source=Axiometrics Trademark Assignment#page4.tif

source=Axiometrics Trademark Assignment#page5.tif

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of February 2, 2017 by and among RP Newco XIX LLC, a Delaware limited liability company ("Assignee"), and Axiometrics LLC, a Texas limited liability company ("Assignor").

**WHEREAS**, Assignor owns the entire right, title and interest in and to certain trademarks, along with United States applications for registration of such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "Trademarks");

**WHEREAS**, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Trademarks pursuant to that certain Asset Purchase Agreement dated January 24, 2017 (the "Purchase Agreement"); and

**WHEREAS**, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks and all rights and goodwill associated therewith.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Registration. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Purchase Agreement.

6. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

9. Attorney in Fact. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee for the limited purposes as follows: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment as of the 31st day of January, 2017.

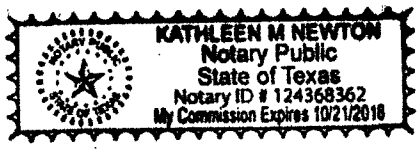
AXIOMETRICS LLC

By: [Signature]  
Name: Ronald G. Johnson  
Title: Manager

STATE OF TEXAS )  
COUNTY OF Dallas ) SS:

On this 31st day of January, 2017, before me personally appeared Ronald G. Johnson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Manager of Axiometrics LLC executed the same for the uses and purposes therein set forth.

SEAL Notary Public: Kathleen M Newton  
My commission expires: 10/21/2018



Signature Page - Assignment of Trademarks

IN WITNESS WHEREOF, Assignee has caused its duly authorized representative to execute this Trademark Assignment as of the 2nd day of February, 2017.

**RP NEWCO XIX LLC**

**By: RealPage, Inc.**

**Its: Sole Member**

By: Stephen T Winn

Name: Stephen T. Winn

Title: Chief Executive Officer

STATE OF TEXAS )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Chief Executive Officer of RealPage, Inc., sole member of RP Newco XIX LLC, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: \_\_\_\_\_

My commission expires:

*Signature Page -Assignment of Trademarks*

**SCHEDULE A**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
SMART DATA. SMART PEOPLE. SMART DECISIONS.	85/626,121	May 15, 2012	4,274,876	January 25, 2013
AXIOMETRICS	86/341,867	July 18, 2014	4,692,371	February 24, 2015
OPTIMAL RENTER	86/629,313	May 14, 2015		
AXIO	86/790,136	October 16, 2015	4692371	Jan 10, 2017
AXIOPortal	86/789,986	October 16, 2015	4,972,834	June 7, 2016
AXIOMOBILE	86/798,955	October 26, 2015	5056091	October 4, 2016

**Trademark Applications**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
OPTIMAL RENTER	86/629,313	May 14, 2015