

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modria.com, Inc.		05/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tyler Technologies, Inc.		
Street Address:	5101 Tennyson Parkway		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4059447	MODRIA	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-807-4350		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com		
Correspondent Name:	Sana Hakim c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	1285789-118		
NAME OF SUBMITTER:	Sana Hakim		
SIGNATURE:	/sh/		
DATE SIGNED:	05/31/2017		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), dated to be effective as of May 30, 2017 (the "Effective Date"), is entered into between Modria.com, Inc., a Delaware corporation ("Assignor"), in favor of Tyler Technologies, Inc., a Delaware corporation ("Assignee").

Assignor is the owner of all of the trademarks, service marks, trade names, designs and logotypes used primarily in the conduct of Assignor's online dispute resolution business (the "Business") and the goodwill of Assignor's Business associated therewith (collectively, the "Trademarks"), including, without limitation, the United States registrations of the Trademarks set forth on the attached Schedule 1 (collectively, the "Registrations").

Assignor is the owner of copyrights protected under United States laws and treaties for the textual works used primarily in Assignor's business set forth on the attached Schedule 2 (collectively, the "Copyrights").

Assignor is the owner of additional intellectual property set forth on the attached Schedule 3 (collectively, the "Other Intellectual Property").

Assignor (and certain principal stockholders of Assignor) and Assignee have entered into that certain Asset Purchase Agreement dated to be effective as of May 30, 2017 (the "Asset Purchase Agreement"), providing, among other things, that Assignor shall transfer and assign to Assignee all of Assignor's rights, title, and interest in, to, and under all Intellectual Property (including but not limited to the Trademarks, Registrations, and Copyrights) owned by Assignor or used by Assignor pursuant to a license with a third party primarily in connection with Assignor's business.

Terms not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, Assignor, intending to be legally bound, does hereby transfer and assign to Assignee all of Assignor's right, title, and interest in, to, and under:

1. the Trademarks, the Registrations, the goodwill of Assignor's business associated with the Trademarks, all rights of action arising from the Trademarks, all claims by reason of infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made; and
2. the Copyrights, including all rights of copyright and any renewals or extensions thereof, all rights of action arising from the Copyrights, all claims for damages by reason of infringement of the Copyrights and the right to sue and collect damages for such infringement, all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made; and
3. the Other Intellectual Property, the goodwill of Assignor's business associated with the Other Intellectual Property, all rights of action arising from the Other Intellectual Property, all claims

3. the Other Intellectual Property, the goodwill of Assignor's business associated with the Other Intellectual Property, all rights of action arising from the Other Intellectual Property, all claims by reason of infringement of the Other Intellectual Property and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

This Assignment is not intended to and does not modify, enlarge or restrict the rights and obligations of the parties under the Asset Purchase Agreement (including without limitation, the representations and warranties made by Assignor with respect to the items assigned hereby), and to the extent that any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

Assignor agrees to execute all such other documents, and take all other actions, as may be reasonably needed to establish Assignee as the record owner of the Trademarks, Registrations, Copyrights, and Other Intellectual Property.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, legal representatives, and permitted assigns.

This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Delaware and, to the extent applicable, the Federal laws of the United States, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.

ASSIGNOR:

MODRIA.COM, INC.,
a Delaware corporation

By: J. Scott Carr
Name: J. Scott Carr
Title: President and Chief Executive Officer

ASSIGNEE:

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

By: Abby Diaz
Name: Abby Diaz
Title: Chief Legal Officer

Assignment of Intellectual Property
Schedule 1

Trademark Registrations

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MODRIA	4,059,447	November 22, 2011