

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vaultware, Inc. (formerly Realty Datatrust Corporation)		07/01/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MRI Software LLC		
Street Address:	28925 FOUNTAIN PARKWAY		
City:	SOLON		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2789606	VAULTWARE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	11146-10		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	08/23/2017		
Total Attachments: 4			
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CH \$40.00 2789606

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into effective as of this 1st day of July, 2012, by and between Vaultware, Inc. (formerly Realty Datatrust Corporation), a Delaware corporation ("Seller"), and MRI Software LLC, a Delaware limited liability company ("Buyer" and, together with Seller, each a "Party" and collectively, the "Parties").

WHEREAS, Seller and Buyer have entered into that certain Intellectual Property Assignment and Assumption Agreement, of even date herewith (the "Agreement"), and, pursuant to the Agreement, Seller desires to assign to Buyer, and Buyer does desire to acquire from Seller, the trademarks set forth on Schedule A attached hereto, in each case together with the goodwill of the Seller's business associated therewith (the "Trademarks").

WHEREAS, Buyer is a successor to that part of Seller's business to which the Trademarks pertain, and that business is ongoing and existing.

In consideration of the mutual covenants and agreements herein contained and contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

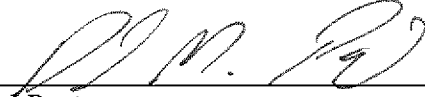
1. Seller hereby sells, assigns, transfers and sets over to Buyer all right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, 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 Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Seller hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Buyer as the assignee and owner of the Trademarks.
3. Seller shall take all further actions, and provide to Buyer, Buyer's successors, assigns or other legal representatives, all 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), requested by Buyer to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for

renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Buyer may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, each of the Parties hereto has executed this Assignment as of the date first written above.

VAULTWARE, INC.

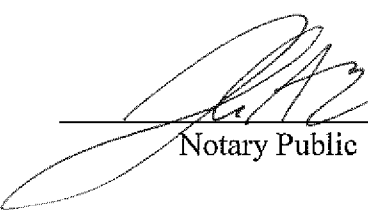
By: 
Name: David Post
Its: President

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

On this 1st day of July, there appeared before me David Post, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of President.



John A. Ensign
Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.


Notary Public

MRI SOFTWARE LLC

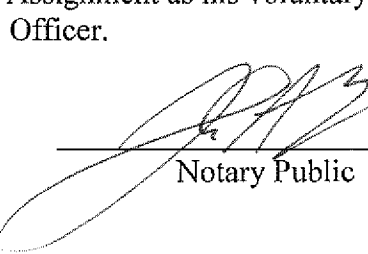
By: 
Name: William L. Roselli, III
Its: Chief Financial Officer

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

On this 1st day of July, there appeared before me David Post, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Chief Financial Officer.



John A. Ensign
Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.


Notary Public

SCHEDULE A

Assigned Trademarks

US Trademark Registrations:

<u>Trademark</u>	<u>Registration Date</u>	<u>Trademark No.</u>
VAULTWARE	02-Dec-2003	2789606

Unregistered Trademarks:

1. Leasing Tablet (product name)
2. PinPoint (product name)
3. VaultWare Place (product/service name)