

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444997

<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>
Ellipse Communications I, L.P.		09/01/2015	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	On-Site Manager, Inc.		
<b>Street Address:</b>	307 Orchard City Drive		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2550064	APTPAGES.COM	
<b>Registration Number:</b>	2545002		
<b>Registration Number:</b>	3059847	APARTMENT TOOLBOX	
<b>Registration Number:</b>	3061701	MORE THAN JUST WEBSITES	
<b>Registration Number:</b>	3347502	SIMPLE TOOLS FOR A COMPLEX INDUSTRY	
<b>Registration Number:</b>	3902428	SNAPTSHOT	
<b>Registration Number:</b>	3923137	VIRTUAL MOVE-IN	
<b>Registration Number:</b>	3923138	DYNAMIC FLOORPLANS	
<b>Registration Number:</b>	3934315	VIRTUAL GUEST CARD	
<b>Registration Number:</b>	4424126	PROPERTY MANAGEMENT SIMPLIFIED	
<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		

OP \$265.00 2550064

<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>	09/28/2017

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

September 1, 2015

WHEREAS, Ellipse Communications I, L.P., a Texas limited partnership ("Assignor"), is the owner of those certain trademarks and trademark registrations (the "Marks") listed on Schedule A attached hereto.

WHEREAS, On-Site Manager, Inc., a California corporation ("Assignee"), Assignor and certain other persons have entered into an Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"), whereby Assignor has agreed to contribute, transfer and deliver to Assignee all of the rights, title, interest and licenses in and to the Marks.

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.
2. Assignor will assist Assignee in any reasonable manner to perfect Assignee's right, title and interest in and to the Marks before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.
3. Assignor will not execute any writing nor do any act conflicting with this Trademark Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Trademark Assignment, and in enforcing any rights relating hereto.
4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.
5. This Trademark Assignment and all the terms hereof will inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.


6. This Trademark Assignment is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Trademark Assignment as and to the extent provided in the Purchase Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

**ASSIGNOR:**

Ellipse Communications I, L.P.  
A Texas limited partnership



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Lisa Benson, President

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

[See attached.]

**TRADEMARKS**

8/26/2015

FILE NO.	TRADEMARK	REG. NO. ISSUE DATE	SERIAL NO. FILING DATE	STATUS
ELGP-25698TM	APTPAGES.COM and design (U.S. Trademark)	2,550,064 March 19, 2002	76/281,067 July 6, 2001	Registered: Section 9 Renewal Due March 19, 2022
ELGP-25701TM	Ellipse Design (U.S. Trademark)	2,545,002 March 5, 2002	76/281,066 July 6, 2001	Registered: Section 9 Renewal Due March 5, 2022
ELGP-27602TX	COMPLIANCE GUARD (Texas Trademark)	800182037 June 4, 2003	800182037 June 4, 2003	Registered: Renewal Due June 4, 2018
ELGP-27884TM	APARTMENT TOOLBOX (U.S. Trademark)	3,059,847 February 21, 2006	76/604,854 July 30, 2004	Registered: Section 9 Renewal Due-Feb. 21, 2016
ELGP-27885TM	MORE THAN JUST WEBSITES (U.S. Trademark)	3,061,701 Feb. 28, 2006	76/604,858 July 30, 2004	Registered: Section 9 Renewal Due-Feb. 28, 2016
ELGP-27998TX	ELLIPSENET (Texas Trademark)	800687605 July 28, 2006	800687605 July 28, 2006	Registered: Renewal Due July 28, 2016
ELGP-27999TX	ELLIPSE SERVICE ADVISOR (Texas Trademark)	800687604 Oct. 6, 2006	800687604 July 28, 2006	Registered: Renewal Due Oct. 6, 2016
ELGP-28000TX	RELATE 24/7 (Texas Trademark)	800687602 October 6, 2006	800687602 July 28, 2006	Registered: Renewal Due Oct. 6, 2016
ELGP-28016TX	SNAPTSHOT (Texas Trademark)	800687594 Jan. 9, 2007	800687594 July 28, 2006	Registered: Renewal Due-Jan. 9, 2017
ELGP-28081TX	ELLIPSE SYMPHONY (Texas Trademark)	800772912 Feb. 13, 2007	800772912 Feb. 13, 2007	Registered: Renewal Due-Feb. 13, 2017
ELGP-28083TX	ELLIPSE SYMPHONY and design (Texas Trademark)	800772908 Feb. 13, 2007	800772908 Feb. 13, 2007	Registered: Renewal Due-Feb. 13, 2017
ELGP-28084TM	SIMPLE TOOLS FOR A COMPLEX INDUSTRY (US Trademark)	3,347,502 Dec. 4, 2007	77/133,065 March 16, 2007	Registered: Renewal Due-Dec. 4, 2017
ELGP-28092TM	SNAPTSHOT (U.S. Trademark)	3,902,428 Jan. 22, 2011	77/149,053 April 4, 2007	Registered: Section 8 & 15 Affidavit Due- Jan. 22, 2017

**TRADEMARK**

**REEL: 006163 FRAME: 0329**

**TRADEMARKS**

8/26/2015

FILE NO.	TRADEMARK	REG. NO. ISSUE DATE	SERIAL NO. FILING DATE	STATUS
ELGP-28163TX	R and design (Texas Trademark)	800992263 Aug. 19, 2008	219115640002 June 16, 2008	Registered: Renewal Due-Aug. 19, 2018
ELGP-28164TX	BETTER THAN COMPETITIVE (Texas Trademark)	801049858 Nov. 7, 2008	801049858 Nov. 7, 2008	Registered: Renewal Due-Nov. 7, 2018
ELGP-28166TX	NMS and design (Texas Trademark)	800992279 Aug. 19, 2008	800992279 June 16, 2008	Registered: Renewal Due-Aug. 19, 2018
ELGP-28267TM	VIRTUAL MOVE-IN (U.S. Trademark)	3,923,137 Feb. 22, 2011	85/088,132 July 19, 2010	Registered: Section 8 & 15 Affidavit Due-Feb. 22, 2017
ELGP-28268TM	DYNAMIC FLOORPLANS (U.S. Trademark)	3,923,138 Feb. 22, 2011	85/088,136 July 19, 2010	Registered: Section 8 & 15 Affidavit Due-Feb. 22, 2017
ELGP-28269TM	VIRTUAL GUEST CARD (U.S. Trademark)	3,934,315 March 22, 2011	85/088,143 July 19, 2010	Section 8 & 15 Affidavit Due March 22, 2017
ELGP-28498TM	PROPERTY MANAGEMENT SIMPLIFIED (US Trademark)	4,424,126 Oct. 29, 2013	85/709,379 Aug. 21, 2012	Registered: Section 8 & 15 Affidavit Due Oct. 29, 2019
ELGP-28500TX	Apartment Toolbox Design (Texas Trademark)	801637650 Aug. 9, 2012	801637650 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28501TX	Click to Chat Design (Texas Trademark)	801637656 Aug. 9, 2012	801637656 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28503TX	Ellipse Service Advisor Design (Texas Trademark)	801637663 Aug. 9, 2012	801637663 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28504TX	Ellipse University Design (Texas Trademark)	801637668 Aug. 9, 2012	801637668 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28505TX	NMS and design (V2) (Texas Trademark)	801637675 Aug. 9, 2012	801637675 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28506TX	Report Tool Design (Texas Trademark)	801637693 Aug. 9, 2012	801637693 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28507TX	SnapShot Design (Texas Trademark)	801637683 Aug. 9, 2012	801637683 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022



TRADEMARKS

8/26/2015

FILE NO.	TRADEMARK	REG. NO. ISSUE DATE	SERIAL NO. FILING DATE	STATUS
ELGP-28508TX	Website Development Design (Texas Trademark)	801637685 Aug. 9, 2012	801637685 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28509TX	Resident Portal Design (Texas Trademark)	801637690 Aug. 9, 2012	801637690 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022
ELGP-28510TX	ELLIPSE SYMPHONY and design (V2) (Texas Trademark)	801637644 Aug. 9, 2012	801637644 Aug. 9, 2012	Registered: Renewal Due-Aug. 9, 2022