

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WayBlazer, Inc.		01/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RealPage, Inc.		
Street Address:	2201 Lakeside Boulevard		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87976157	WAYBLAZER	
Serial Number:	87088754	WAYBLAZER	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	36882.000		
NAME OF SUBMITTER:	Qui Lu		
SIGNATURE:	/Qui Lu/		
DATE SIGNED:	01/10/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), dated as of January 5, 2018, is executed by WayBlazer, Inc., a Delaware corporation (“*Grantor*”), in favor of RealPage, Inc., a Delaware corporation (“*Secured Party*”).

RECITALS

A. Secured Party has agreed to make a loan (the “*Loan*”) to Grantor, in the amount and manner set forth in that certain Note Purchase Agreement, by and between Grantor and Secured Party, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Purchase Agreement*”; capitalized terms used herein are used as defined in the Purchase Agreement), and that certain Security Agreement, by and between Grantor and Secured Party, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”, and together with the Purchase Agreement, the “*Loan Documents*”). Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. ***Grant of Security Interest.*** To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “*Intellectual Property Collateral*”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “*Copyrights*”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “*Patents*”); and

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

WAYBLAZER, INC.
a Delaware corporation

By: 

Name: Noreen Henry
Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006247 FRAME: 0343

EXHIBIT A
COPYRIGHTS

Description

Registration Date

Registration No.

None.

EXHIBIT B

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Display Screen with Graphical User Interface	04/11/2017	D783,646
Display Screen with Graphical User Interface	02/28/2017	D780,190
Display Screen with Graphical User Interface	11/22/2016	D772,261

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
System for Refining Cognitive Insights Using Travel-Related Cognitive Graph Vectors	06/08/2015	14/733,248
Method for Refining Cognitive Insights Using Travel-Related Cognitive Graph Vectors	06/08/2015	14/733,255
Travel-Related Cognitive Short Messages	12/10/2015	14/965,347
Travel-Related Cognitive Personas	06/05/2015	14/731,839
Travel-Related Cognitive Personas	06/05/2015	14/731,844
Travel-Related Cognitive Profiles	06/05/2015	14/731,846
Travel-Related Cognitive Profiles	06/05/2015	14/731,855
Travel-Related Weighted Cognitive Personas and Profiles	06/05/2015	14/731,864
Travel-Related Weighted Cognitive Personas and Profiles	06/05/2015	14/731,868

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
	06/23/2017	62/523,934
	06/23/2017	62/523,936
	10/06/2017	62/568,887
	08/23/2017	62/549,120
	10/05/2017	62/568,604

EXHIBIT C
TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
None.		

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
WAYBLAZER	06/29/2016	87/976,157
WAYBLAZER	06/29/2016	87/088,754