

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Rainmaker Group Real Estate, LLC		12/04/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	RP Newco XX LLC		
Street Address:	2201 Lakeside Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4475921	LRO STUDENT	
Registration Number:	4475920	LRO BUDGET	
Registration Number:	4348932	LRO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	01/21/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is effective as of this 4th day of December, 2017.

WHEREAS, THE RAINMAKER GROUP HOLDINGS, INC., a Georgia corporation, THE RAINMAKER GROUP VENTURES, LLC, a Delaware limited liability company, THE RAINMAKER GROUP REAL ESTATE, LLC, a Georgia limited liability company, THE RAINMAKER GROUP – RENT JUNGLE LLC, a Georgia limited liability company and THE RAINMAKER GROUP DATA, LLC, a Georgia limited liability company, each having an address of 4550 North Point Parkway, Suite 400, Alpharetta, Georgia 30022, United States of America (hereafter, each an “*Assignor*”), is the owner of the entire right, title and interest in and to the names, marks trademarks, service marks, trade names, and logo(s), as set forth in the attached “**Exhibit A**,” and in and to the related registrations and pending applications therefor as shown on the attached **Exhibit A**, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the “*Marks*”);

WHEREAS, RP NEWCO XX LLC, a Delaware limited liability company, having an address of 2201 Lakeside Boulevard, Richardson, TX 75082, United States of America (hereafter “*Assignee*”), desires to acquire all right, title and interest in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world, and the business, or a portion of the business, to which the Marks pertain, Assignee being a successor to the business of Assignor, or portion thereof, to which the Marks pertain and which business is ongoing and existing; and

NOW THEREFORE, in consideration of the premises, promises and mutual covenants recited herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties agree as follows:

1. Assignor represents, warrants and covenants that: (i) Assignor owns all right, title and interest in and to the Marks, in connection with the goods and/or services set forth in the attached **Exhibit A**, and in and to the related registrations and pending applications therefor, as shown on the attached **Exhibit A**, together with any and all goodwill therein; (ii) Assignor has not abandoned the Marks; (iii) Assignor has the full right, title, interest and power to enter into this Assignment; (iv) the information set forth in this Assignment is true, complete and accurate; (v) Assignor has not and will not encumber the worldwide use, registration, transfer of and/or assignment to Assignee, its successor or assigns, of the Marks, or the related applications or registrations therefor, together with any and all goodwill therein; and (vi) Assignor has not received any challenges to Assignor’s right to assign the Marks, or the related applications or registrations therefor, together with any and all goodwill therein, to Assignee.

2. Assignor does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor’s entire right, title and interest in and to the Marks, including, but not limited to, the related applications and registrations therefor, together with the goodwill of the business symbolized by the Marks throughout the world and the business, or that portion of the business

to which the Marks pertain, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in and/or to the Marks and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, misappropriation, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to the Marks prior to and following the effective date of this Assignment throughout the world. For the sake of clarity, Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past, present and future infringement, unfair competition, misappropriation, likelihood of confusion and/or dilution of the Marks, if any, for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

3. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Assignor and Assignee.


4. This Assignment shall be governed by and construed in accordance with the internal substantive laws and not the choice of law rules of the State of Delaware.

5. The terms and provisions of this Assignment may be modified or amended only by a written instrument executed by each of the Assignee and Assignor, and compliance with any term or provision hereof may be waived only by a written instrument executed by each party entitled to the benefits of the same. No failure to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, which shall be effective as of the date first written above.

SELLERS:

THE RAINMAKER GROUP HOLDINGS, INC.

By:  _____

Name: Bruce A. Barfield

Title: President

Date: December 4, 2017

THE RAINMAKER GROUP VENTURES, LLC

By:  _____

Name: Bruce A. Barfield

Title: Chief Executive Officer

Date: December 4, 2017

**THE RAINMAKER GROUP REAL ESTATE,
LLC**

By: The Rainmaker Group Holdings, Inc., its Manager

By:  _____

Name: Bruce A. Barfield

Title: President

Date: December 4, 2017

[Signature Page to Trademark Assignment]

**THE RAINMAKER GROUP – RENT JUNGLE
LLC**

By: The Rainmaker Group Holdings, Inc., its Manager

By: _____

Name: Bruce A. Barfield

Title: President

Date: December 4, 2017

THE RAINMAKER GROUP DATA, LLC

By: The Rainmaker Group Holdings, Inc., its Manager

By: _____

Name: Bruce A. Barfield

Title: President

Date: December 4, 2017

BUYER:

RP NEWCO XX LLC

By: RealPage, Inc., its sole member

By: _____

Name: _____

Title: _____

Date: December 4, 2017

[Signature Page to Trademark Assignment]

THE RAINMAKER GROUP – RENT JUNGLE
LLC

By: The Rainmaker Group Holdings, Inc., its Manager

By: _____

Name: Bruce A. Barfield

Title: President

Date: _____

THE RAINMAKER GROUP DATA, LLC

By: The Rainmaker Group Holdings, Inc., its Manager

By: _____

Name: Bruce A. Barfield

Title: President

Date: _____

BUYER:

RP NEWCO XX LLC

By: RealPage, Inc., its sole member

By: Stephen T. Winn

Name: Stephen T. Winn


Title: Chief Executive Officer

Date: December 4, 2017

[Signature Page to Trademark Assignment]

EXHIBIT A

TRADEMARKS

Trademark	Country	Serial/ Registration Number	Filing /Registration Date	Owner	Status
	US	86/144,861 5,086,971	12/16/2013 11/22/2016	The Rainmaker Group Data, LLC	Registered
LRO	US	85/596,966 4,348,932	04/13/2012 06/11/2013	The Rainmaker Group Real Estate, LLC	Registered
LRO BUDGET	US	85/736,072 4,475,920	09/24/2012 01/28/2014	The Rainmaker Group Real Estate, LLC	Registered
LRO STUDENT	US	85/736,074 4,475,921	09/24/2012 01/28/2014	The Rainmaker Group Real Estate, LLC	Registered

Trademark	Car Jungle (Standard Character Mark, Serial No. 85602588, Registration No. 4246013)
Trademark	Rent Jungle (Standard Character Mark, Serial No. 77746845, Registration No. 3731097)
Trademark	Mine Labs (Standard Character Mark, Serial No. 85599382, Registration No. 4253619)

SlopeJet U.S. Trademark Reg. No. 4,352,546 Registered June 18, 2013