

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463679

<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>
Axiometrics LLC		01/24/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RP Newco XIX LLC		
<b>Street Address:</b>	2201 Lakeside Boulevard		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75082		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86867331	AXIO PROPERTY IMPACT REPORT	
<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		
<b>ATTORNEY DOCKET NUMBER:</b>	25151.196_08287		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Becker		
<b>SIGNATURE:</b>	/Jeffrey M. Becker/		
<b>DATE SIGNED:</b>	02/28/2018		
<b>Total Attachments: 6</b>			
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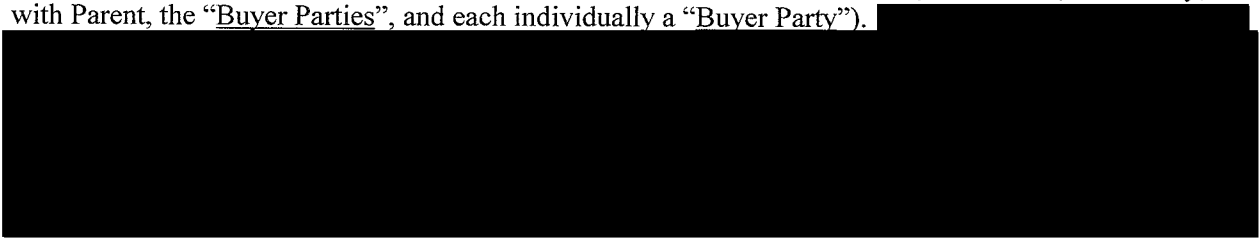
OP \$40.00 86867331

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## ASSET PURCHASE AGREEMENT

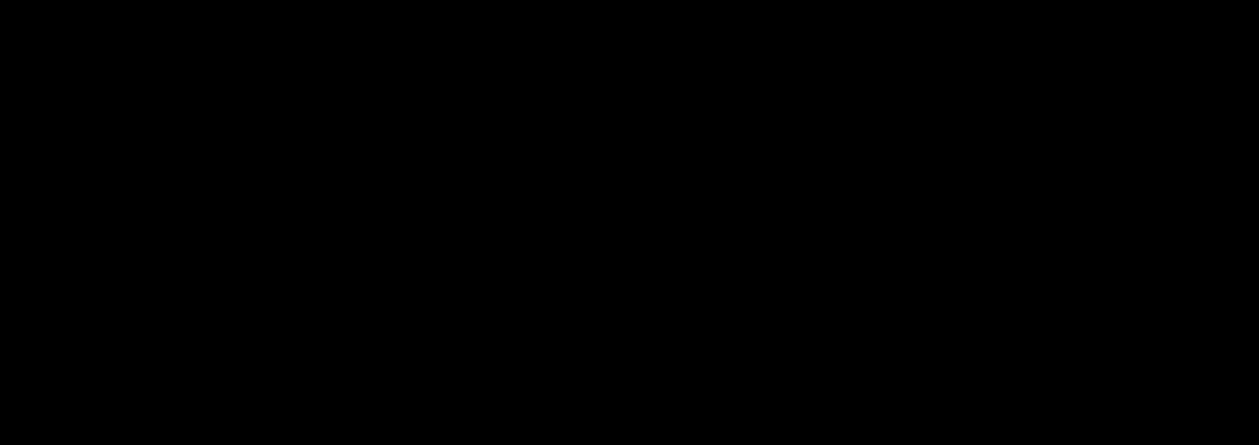
This ASSET PURCHASE AGREEMENT (together with all Schedules and Exhibits, this "Agreement"), dated as of January 24, 2017, is entered into by and among Axiometrics LLC, a Texas limited liability company ("Seller"), Axiometrics Holdings Inc., a Texas corporation ("Holdings" and a Seller Owner), Ronald G. Johnsey, solely in his capacity as representative of the Seller Parties ("Representative"), RealPage, Inc., a Delaware corporation ("Parent"), and RP Newco XIX LLC ("Buyer"), a Delaware limited liability company and wholly owned subsidiary of Parent (collectively, with Parent, the "Buyer Parties", and each individually a "Buyer Party").



### RECITALS

**WHEREAS**, Seller has engaged and currently engages in the business of providing data and analytics services for the multifamily industry and for student housing that allows owners, managers, investors and others to make better decisions regarding investment, acquisition, development, financing or management of multifamily and student properties (collectively, the "Business");

**WHEREAS**, Buyer desires to purchase the Purchased Assets (as defined below) and assume the Assumed Liabilities (as defined below) from Seller, and Seller desires to sell to Buyer the Purchased Assets and transfer to Buyer the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement;



**WHEREAS**, the Parties desire to make certain representations, warranties and agreements in connection with the transactions contemplated herein and to prescribe certain conditions to the transactions contemplated herein;

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and 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:

## ARTICLE 1

### DEFINITIONS

The capitalized terms not otherwise defined in this Agreement shall have the meanings specified or referred to in ANNEX I.

## ARTICLE 2

### PURCHASE AND SALE

2.1 **Purchase and Sale of Purchased Assets.** On the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer shall purchase, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of any Liens, by appropriate instruments of conveyance reasonably satisfactory to Buyer, all of Seller's assets, properties and rights, other than the Excluded Assets, that relate to or are used or useful in, developed for use, or held for use in connection with, or necessary or helpful for the operation of, the Business, whether tangible or intangible, real, personal or mixed (collectively, the "Purchased Assets").

2.2 **Excluded Assets.** Notwithstanding the foregoing, the following assets (the "Excluded Assets") are expressly excluded from the purchase and sale contemplated in this Agreement and, as such, are not included in the Purchased Assets:

- (a) Seller's cash and cash equivalents;
- (b) Seller's bank accounts, cash accounts, investment accounts, merchant accounts, lockboxes and other similar accounts;
- (c) Seller's rights under or pursuant to this Agreement and the documents, instruments and agreements executed in connection herewith and therewith;
- (d) Seller's general ledger, accounting records, minute books, statutory books, corporate seal and Tax Returns, *provided* that Seller shall provide to Buyer copies of the general ledger, accounting records, minute books and statutory books of the Business, including Tax Returns, as such documents exist as of the Closing Date;
- (e) Seller's personnel records and any other records that Seller is required by law to retain in its possession, *provided* that Seller shall provide to Buyer copies of records relating to the Transferred Employees;
- (f) any right to receive mail and other communications addressed to Seller (subject to Seller's obligation to forward to Buyer any mail, communications or other notices relating to the Business, Purchased Assets or Assumed Liabilities with respect to Contracts included in the Purchased Assets);
- (g) all Tax refunds and Tax credits with respect to the Purchased Assets, related to or resulting from any Pre-Closing Tax Period, *provided* that the related Liabilities for Taxes have been paid by Seller;

4.13 **Receivables.** All accounts receivable and trade accounts of the Business (the “Receivables”) are bona fide, legal, valid and binding obligations, and are enforceable in full at face value (net of the reserves established by Seller and shown on Seller’s Financial Statements), subject however to customer’s bankruptcy, insolvency or other similar creditor rights and equitable principles. All Receivables represent products delivered or services actually performed by Seller in the conduct of its Business in the ordinary course. Deferred revenues are presented on Seller’s Financial Statements, in accordance with GAAP, with respect to Seller’s (a) billed but unearned Receivables; (b) previously billed and collected Receivables still unearned; and (c) unearned customer deposits. Section 4.13(a) of the Disclosure Schedule lists all Receivables as of November 30, 2016. Section 4.13(b) of the Disclosure Schedule lists all accounts payable of Seller as of November 30, 2016, together with an aging thereof. At the Closing Date, all accounts payable will have been incurred in exchange for goods or services delivered or rendered to Seller in the ordinary course of business.

4.14 **Intellectual Property.**

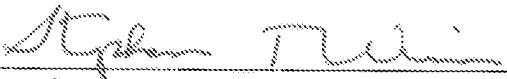
(a) As used herein, “Software” means any object code, source code, binary code, executable code, and any documentation for the Internet and computer software applications and technology. As used herein, “Data” means any elements, statistics, figures, facts or other information gathered by, licensed to, generated or produced by or for, Seller for analysis, reference or disclosure, which are used or held for use in the Business. “Intellectual Property Rights” means all intellectual property rights, including without limitation: (i) patents, patent applications, and patent disclosures, together with all reissuances, certificates, continuations, continuations-in-part, divisionals, extensions, registrations, and reexaminations thereof and all inventions, whether or not patentable and whether or not reduced to practice, (ii) trademarks, service marks, trade dress, logos, trade names, websites, website pages and addresses, Internet domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all certificates, applications, registrations, and renewals in connection therewith, (iii) copyrightable works, copyrights, and all applications, registrations, renewals and moral rights (including any right to claim authorship to or to object to any distortion, mutilation, other modification or derogatory action in relation to a copyrightable work, whether or not such would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law, regardless of whether or not such right is denominated or generally referred to as a moral right) in connection therewith, (iv) mask works and all applications, registrations, and renewals in connection therewith, (v) newsletters, magazines, books, handbooks, special reports, whitepapers videos, online education courses and membership programs currently offered by Seller, seminars, conferences, classroom training programs and broadcast events offered by Seller, and (vi) trade secrets, know-how and confidential business information (including ideas, research and development, inventions, formulas, compositions, manufacturing, production and business processes and techniques, technical data, designs, discoveries, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans, proposals, and methods) owned or used or useful in connection therewith.

(b) Seller owns or possesses the entire right, title and interest in and to, or holds a license pursuant to an enforceable written agreement under, all Intellectual Property Rights contained with and/or necessary to use the Purchased Assets (including all Software) as currently used and currently contemplated to be used (collectively, the “Business Intellectual Property”). The Purchased Assets include all of the Intellectual Property Rights created, owned or held by Seller that are, as of the Closing Date, used or held for use in the Business. All Business Intellectual Property has been and currently is subsisting, valid and enforceable and there has not been any act or omission by Seller that has had an adverse effect, or could have an adverse effect, on the validity or enforceability of any of Business Intellectual Property. The consummation of the transactions contemplated in this Agreement will not result in the loss or impairment of, nor require the consent of or payment to any other Person in respect of, Seller’s rights to own, transfer, license or use any of the Business Intellectual Property, as owned or currently used by Seller.

IN WITNESS WHEREOF, each of the Parties has signed this Agreement, or has caused this Agreement to be signed by its duly authorized officer, as of the date first above written.

**PARENT:**

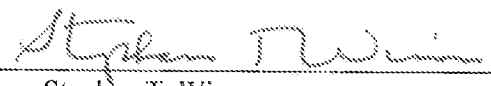
**REALPAGE, INC.**

By:   
Name: Stephen T. Winn  
Title: Chief Executive Officer

**BUYER:**

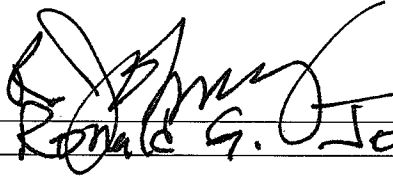
**RP NEWCO XIX LLC**

**By: RealPage, Inc., its sole member**

By:   
Name: Stephen T. Winn  
Title: Chief Executive Officer

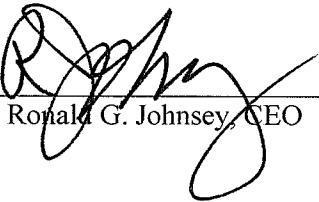
**SELLER:**

**AXIOMETRICS LLC**

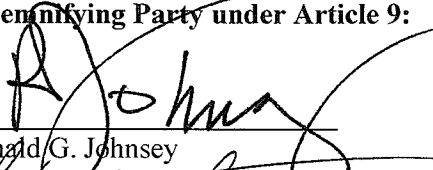
By:   
Name: Ronald G. Johnsey  
Title: \_\_\_\_\_

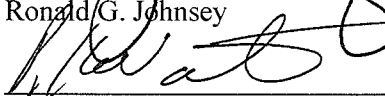
**SELLER OWNER:**


**AXIOMETRICS HOLDINGS INC.**

By:   
Ronald G. Johnsey, CEO

**Accepted and Agreed Solely with  
Respect to obligations as an  
Indemnifying Party under Article 9:**

  
\_\_\_\_\_  
Ronald G. Johnsey

  
\_\_\_\_\_  
Keith Walters

  
\_\_\_\_\_  
Jay Denton

\_\_\_\_\_  
Russ Sach

**SELLER:**

**AXIOMETRICS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER OWNERS:**

**AXIOMETRICS HOLDINGS INC.**

By: \_\_\_\_\_  
Ronald G. Johnsey, Manager

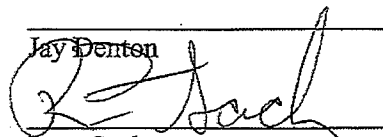
**DMG INFORMATION, INC.**

By: \_\_\_\_\_

**Accepted and Agreed Solely with  
Respect to Article 9:**

\_\_\_\_\_  
Ronald G. Johnsey

\_\_\_\_\_  
Keith Walters

\_\_\_\_\_  
Jay Denton  
  
Russ Sach