

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESS Technologies, LLC		06/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RealPage Vendor Compliance, LLC		
Street Address:	2201 Lakeside Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4160160	ESS	
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:	06/06/2018		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of June 16, 2016 by and among ESS Technologies LLC, a Delaware limited liability company ("Assignor") and RealPage Vendor Compliance, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks, along with United States applications for registration of such trademarks, more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "Trademarks");

WHEREAS, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Trademarks pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks and all Intellectual Property Rights and goodwill associated therewith.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Registration. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Purchase Agreement.

6. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

9. Attorney in Fact. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignee has caused its duly authorized representative to execute this Trademark Assignment as of the 16th day of June, 2016.

REALPAGE VENDOR COMPLIANCE LLC

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

STATE OF TEXAS)
COUNTY OF DENTON)

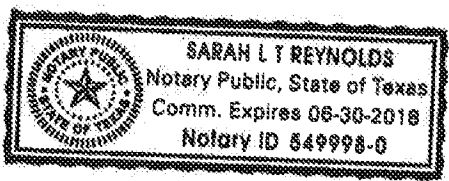
SS:

On this 16th day of June, 2016, before me personally appeared Stephen T. Winn, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Chief Executive Officer of RealPage Vendor Compliance, LLC, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public Sarah L. Reynolds


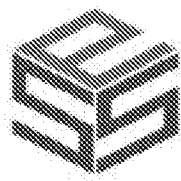

My commission expires:



(Signature Page - Trademark Assignment)

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
 eSupplySystems.com Built for property managers, by property managers	77821916	September 8, 2009	3855700	July 20, 2010
 eSupply Systems PROPERTY MANAGERS. IT'S THE SUPERIOR.	85334374	May 31, 2011	4160162	June 19, 2012
PURCHASING INTELLIGENCE	85334367	May 31, 2011	4152958	March 20, 2012
 eSupply Systems	85334373	May 31, 2011	4160161	June 19, 2012

Trademark Applications

None

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of June 16, 2016 by and between RealPage Vendor Compliance, LLC, a Delaware limited liability company ("Assignee"), and ESS Holdings LLC, a Delaware limited liability company ("Assignor").

WHEREAS, Assignee, Assignor, ESS Technologies LLC, a Delaware limited liability company, and eSupply Systems LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to the Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Purchased Assets, including, without limitation, the Business Intellectual Property, which includes the intellectual property identified on Schedule A-1 and Schedule A-2 attached hereto and incorporated by reference herein;

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Business Intellectual Property (collectively, the "Assigned IP");

WHEREAS, Assignor desires to relinquish all of its right, title and interest in and to the Assigned IP; and

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Asset Purchase Agreement and to effect such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned IP, including, without limitation, the intellectual property identified on Schedule A-1 and Schedule A-2 attached hereto.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effect more fully the transactions contemplated by this Assignment.
4. Subject to Asset Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Asset Purchase Agreement.

5. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNEE:

REALPAGE VENDOR MANAGEMENT, LLC

Stephen T Winn

By: _____
Name: Stephen T. Winn

Title: Chief Executive Officer

ASSIGNOR:

ESS HOLDINGS LLC

By: _____

Name: Eric Broughton

Title: Chief Executive Officer

(Signature Page -- Assignment and Assumption Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

REALPAGE VENDOR COMPLIANCE, LLC

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

ASSIGNOR:

ESS HOLDINGS LLC

By:  _____
Name: Eric Broughton
Title: Chief Executive Officer

**SCHEDULE A-1
CERTAIN INTELLECTUAL PROPERTY**

Common law trademarks/service marks which arise from the actual use of a trademark by such Seller, including eSupply Systems™, ESS™, GreenSMART™ and RehabSMART™ and the following logos:

