

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blu Trend, LLC		07/13/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	RealPage Utility Management Inc.		
Street Address:	2201 Lakeside Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4858621	BLUTREND	
Registration Number:	3318052	CSA SECURE	
Serial Number:	87546805	BLUTRENDPAY	
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:	07/16/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is effective as of this 13 day of July, 2018.

WHEREAS, Blu Trend, LLC, a Georgia limited liability company, having an address of 2221 Peachtree Road, N.E., Suite D-192, Atlanta, Georgia 30309, United States of America (hereafter “**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), 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**”); and

WHEREAS, RealPage Utility Management Inc., a Delaware corporation, having an address of 2201 Lakeside Boulevard, Richardson, Texas 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.

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, if any, 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 any 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, any 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 Texas.

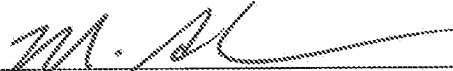
5. The terms and provisions of this Assignment may be modified or amended only by a written instrument executed by each of the Assignee and Assignor, and compliance with any term or provision hereof may be waived only by a written instrument executed by each party entitled to the benefits of the same. 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.

[Signature Page Follows]

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.

ASSIGNOR:

BLU TREND, LLC

By: 

Name: Michael Anderson
Title: Managing Member

Date: July 13, 2018

ASSIGNEE:

REALPAGE UTILITY MANAGEMENT INC.

By: _____

Name: W. Bryan Hill
Title: Vice President and Chief Financial Officer

Date: _____

[Signature Page to Trademark Assignment]

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.

ASSIGNOR:

BLU TREND, LLC

By: _____

Name: Michael Anderson
Title: Managing Member

Date: _____

ASSIGNEE:

REALPAGE UTILITY MANAGEMENT INC.

By: W. Bryan Hill

Name: W. Bryan Hill
Title: Vice President and Chief Financial Officer

Date: _____

EXHIBIT A

Trademark	Country	Serial/ Registration Number	Filing /Registration Date	Owner	Status
BLUTREND	US	86/593,238/4,858,621	April 10, 2015/November 24, 2015	Blu Trend, LLC	Active
CSA Secure	US	78/926,644/3,318,052	July 11, 2006/October 23, 2007	Blu Trend, LLC	Active
BLUTRENDPAY	US	87/546,805	July 28, 2017	Blu Trend, LLC	Active

[Signature Page to Trademark Assignment]