

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516693

<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>
WayBlazer, Inc.		03/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RealPage, Inc.		
<b>Street Address:</b>	2201 Lakeside Blvd.		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75082		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87088754	WAYBLAZER	
<b>Serial Number:</b>	87976157	WAYBLAZER	
<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>	2146515066		
<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>	25151.281_08287		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Becker		
<b>SIGNATURE:</b>	/Jeffrey M. Becker/		
<b>DATE SIGNED:</b>	03/30/2019		
<b>Total Attachments: 29</b>			
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## BILL OF SALE

**THIS BILL OF SALE** (this "Bill of Sale") is made and entered into as of March 27, 2019 by RealPage, Inc. ("Secured Party") as the holder of a first position security interest in certain property of Wayblazer, Inc. ("the "Debtor") and RealPage Inc. ("Purchaser") pursuant to Article 9 of the Uniform Commercial Code. The Secured Party, Purchaser, and Debtor are collectively referred to herein the "Parties".

## RECITALS

A. On January 5, 2018, the Debtor and the Secured Party entered into that certain Amended and Restated Secured Convertible Promissory Note (as further amended, restated, supplemented or otherwise modified from time to time, the ("Promissory Note"), under which, among other things, the Secured Party was granted a first priority continuing security interest in certain assets of the Debtor (the "Collateral"). The first priority continuing security interests are evidenced by Security Agreement, dated December 22, 2017 and the Intellectual Property Security Agreement, dated January 5, 2018, copies of which are attached to this Bill of Sale as Exhibits 1 & 2. Generally, the Collateral includes: All right, title, interest, claims and demands of Company in and to the following property: (i) All Deposit Accounts and cash; (ii) All Intellectual Property; and (iii) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

B. On January 10, 2018, the Secured Party perfected its security interest in the Collateral by filing a UCC-1 financing statement with the Delaware Secretary of State, bearing filing number 2018 0234902. There is no intercreditor or other agreement among the Secured Party or any other party which establishes a priority of the security interests of any of the Other Secured Parties in the Collateral over the security interests of Secured Party.

C. On September 26, 2019, the Secured Party sent a Notice of Default, Acceleration and Demand for Payment (the "Notice of Default") to the Debtor, due to the Debtor's defaults under the terms of the Amended and Restated Secured Convertible Promissory Note. The Secured Party reserved all of its rights and remedies, including those pursuant to the Uniform Commercial Code as adopted by the State of Texas (the "UCC").

D. On January 4, 2019, the Secured Party delivered by mail a Notice of Public Sale of Collateral (the "Notice of Sale") to the Debtor and the other parties in accordance with Article 9 of the UCC. By the Notice of Sale, the Secured Party informed the Debtor and the other parties that the Secured Party would conduct a foreclosure sale for the Collateral pursuant to Article 9 of the UCC (the "Foreclosure Sale").

E. On January 18, 2019, Curtis | Castillo, counsel for the Secured Party, conducted the Foreclosure Sale. Present at the Foreclosure Sale was the Secured Party and Purchaser. No other parties were present.

F. At the Foreclosure Sale, the Purchaser submitted, and the Secured Party accepted, a winning bid (the "Winning Bid") in the form of a \$10,000.00 credit bid against the indebtedness of the Debtor (the "Consideration") for all the Collateral (the "Purchased Assets").

H. All of the statements contained in these Recitals are an integral part of this Bill of Sale and are being relied upon by Purchaser in purchasing the Purchased Assets pursuant to this Bill of Sale.

### **PURCHASE OF COLLATERAL AT PUBLIC AUCTION**

1. **Purchase and Sale of Assets.** In consideration of Purchaser's Winning Bid, all right, title, and interest in and to the Collateral, as listed in Exhibits 1 & 2 to this Bill of Sale, is hereby transferred to Purchaser free and clear of all liens, claims or encumbrances, including without limitation, pursuant to Article 9 of the UCC, the perfected security interests of Secured Party.

2. **No Representations or Warranties.** Purchaser acknowledges and agrees that Secured Party has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind, whether express or implied, oral or written, past, present, or future, concerning (a) the value, nature, quality, or condition of the Purchased Assets, (b) the compliance of the Purchased Assets with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (c) the merchantability, marketability, title, or fitness for a particular purpose of the Purchased Assets, (d) the manner, quality, state of repair, or lack of repair of the Purchased Assets, or (e) any other matter relating to the Purchased Assets. Purchaser further acknowledges and agrees that having been given a reasonable opportunity to inspect the Purchased Assets, Purchaser is relying solely on its own investigation of the Purchased Assets and not on any information provided or to be provided by Secured Party or any agent, representative, or employee of Secured Party, and Purchaser's payment for and acceptance of the Purchased Assets will constitute a waiver of all objections or claims against Secured Party (including any right or claim of contribution) arising from or related to the Purchased Assets. Purchaser further acknowledges and agrees that any information provided or to be provided relating to the Purchased Assets was obtained from a variety of sources and that Secured Party has not made any independent investigation or verification of that information and makes no representations about its accuracy or completeness. Secured Party is not liable or bound in any manner by any verbal or written statements, representations, or information relating to the Purchased Assets. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Purchased Assets is made AS IS, WHERE IS, AND WITH ALL FAULTS. In addition, Purchaser acknowledges that Secured Party acquired its title to the Purchased Assets through the process of foreclosure. These provisions will survive the Purchaser's acquisition of the Purchased Assets.

3. **No Assumption of Obligations or other Liabilities.** Through this Bill of Sale, in no event shall Purchaser be deemed to have assumed, and does not hereby assume, any obligations or liabilities of Debtor.

4. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the state of Texas. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any Texas

state or federal court located in the city of Dallas, in the state of Texas, the parties hereto hereby submitting to such exclusive jurisdiction.

5. **Assignment.** This Bill of Sale (and the rights and obligations of any party hereunder) shall not be assignable by any party hereto without the prior written consent of Purchaser. This Bill of Sale shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon any person or entity other than the parties any right, remedy or claim.

6. **Entire Agreement; Amendments.** This Bill of Sale and the documents delivered pursuant hereto contain the entire understanding of Purchaser and Secured Party with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the parties hereto. This Bill of Sale shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of Purchaser and Secured Party.

**IN WITNESS WHEREOF**, the Secured Party and Purchaser have caused this Bill of Sale to be duly executed and delivered as of March 27 2019.

**Secured Party**

**REALPAGE INC.**

By: 

Name: Thomas C. Ernst, Jr.

Title: Executive Vice President,  
Chief Financial Officer and Treasurer.

**Purchaser:**

**REALPAGE INC.**

By: 

Name: Thomas C. Ernst, Jr.,

Title: Executive Vice President,  
Chief Financial Officer and Treasurer.

# Exhibit 1

## SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "*Security Agreement*"), dated as of December 22, 2017, is executed by WayBlazer, Inc., a Delaware corporation (together with its successors and assigns, "*Company*"), in favor of RealPage, Inc., a Delaware corporation ("*Secured Party*").

### RECITALS

A. Company and Secured Party have entered into a Note Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which the Company has issued a secured convertible promissory note (as amended, modified or otherwise supplemented from time to time, the "*Note*") to Secured Party.

B. In order to induce Secured Party to extend the credit evidenced by the Note, Company has agreed to enter into this Security Agreement and to grant to Secured Party, the security interest in the Collateral described below.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Secured Party as follows:

1. *Definitions and Interpretation.* When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"**Permitted Liens**" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens

and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; and (d) Liens in favor of the Secured Party.

“UCC” means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Note. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. **Grant of Security Interest.** As security for the Obligations, Company hereby pledges to Secured Party and grants to Secured Party a security interest of first priority in all right, title and interests of Company in and to the property described in **Attachment 1** hereto, whether now existing or hereafter from time to time acquired (collectively, the “*Collateral*”); provided, however that the security interest in cash and Deposit Accounts shall not be a security interest of first priority, but solely to the extent of the existing security interest referenced in Schedule B hereto.

3. **General Representations and Warranties.** Company represents and warrants to Secured Party that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Secured Party has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority (other than with respect to cash and Deposit Accounts) perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; and (c) all information set forth in **Schedules A and B** hereto is true and correct.

4. **Representations and Warranties regarding Intellectual Property.** Company represents and warrants to Secured Party that: (a) Company does not own any patents, trademarks, copyrights or mask works registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on **Schedule A** hereto; (b) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to the trademarks shown on **Schedule A** and the goods and services covered by the registrations thereof and, to the extent registered, such registrations are valid and enforceable and in full force and effect; (c) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to each of the patents shown on **Schedule A** and the registrations thereof are valid and enforceable and in full force and effect; (d) Company has, except for Permitted Liens, the sole, full



and unencumbered right, title and interest in and to each of the copyrights shown on **Schedule A** and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect; (e) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to the mask works shown on **Schedule A** and according to the records of the Copyright Office, each of said mask works is valid and enforceable and in full force and effect; (f) there is no claim by any third party that any patents, trademarks, copyrights or mask works are invalid and unenforceable or do or may violate the rights of any Person; (g) all licenses of patents, trademarks, copyrights, mask works and trade secrets which Company has granted to any Person are set forth in **Schedule A** hereto; (h) all licenses (other than open source licenses and commercially available, "off-the-shelf" licenses) of patents, trademarks, copyrights, mask works and trade secrets which any Person has granted to Company are set forth on **Schedule A** hereto; (i) Company has obtained from each employee who may be considered the inventor of patentable inventions (invented within the scope of such employee's employment) an assignment to Company of all rights to such inventions, including patents; and (j) Company has taken all reasonable steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets.

5. *Covenants Relating to Collateral.* Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 30 days' prior written notice to Secured Party, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to the Collateral are kept, and (ii) not to change Company's state of incorporation; (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof; (f) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral; (g) if Secured Party gives value to enable Company to acquire rights in or the use of any Collateral, to use such value for such purpose; (h) to keep separate, accurate and complete records of the Collateral and to provide Secured Party with such records and such other reports and information relating to the Collateral as Secured Party may reasonably request from time to time; (i) not to surrender or lose possession of (other than to Secured Party), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all Liens except Permitted Liens; provided that Company may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of non-exclusive licenses and similar arrangements for the use of the property of Company; (j) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral (including the Fair Labor Standards Act) and (k) to permit Secured Party and its representatives the right, at any time during normal business hours, upon reasonable prior notice, to visit and inspect the properties of Company and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Company's affairs, finances and accounts with its directors, officers and independent public accountants.

6. *Covenants Regarding Intellectual Property.* Company hereby agrees:

(a) Company will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, that may be necessary or desirable to record, maintain, preserve, protect and perfect Secured Party's interest in the Collateral, the Lien granted to Secured Party in the Collateral and the first priority of such Lien;

(b) Except to the extent that Secured Party gives its prior written consent:

(i) Company (either itself or through licensees) will continue to use its material trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain such trademarks in full force and effect free from any claim of abandonment for nonuse, and Company will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any material trademark may become invalidated;

(ii) Company will not do any act or omit to do any act whereby any material patent registrations may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Secured Party immediately if it knows of any reason or has reason to know that any material patent registration may become abandoned or dedicated; and

(iii) Company will not do any act or omit to do any act whereby any material copyrights or mask works may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Secured Party immediately if it knows of any reason or has reason to know that any material copyright or mask work may become abandoned or dedicated to the public domain.

(c) Company will promptly (and in any event within 5 days) notify Secured Party upon the filing, either by Company or through any agent, employee, licensee or designee, of (i) an application for the registration of any patent or trademark, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any patent or trademark, which Company may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any copyright or mask work, which Company may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of Secured Party, Company shall execute and deliver any and all agreements, instruments, documents and papers as Secured Party may request to evidence Secured Party's security interest in such patent, trademark (and the goodwill and general intangibles of Company relating thereto or represented thereby), copyright or mask work, and Company authorizes Secured Party to amend an original counterpart of the applicable notice of security interest executed pursuant to **Section 6(a)** of this Security Agreement without first obtaining Company's approval of or signature to such amendment and to record such document with the Patent and Trademark Office or Copyright Office, as applicable;

(d) While any Obligations remain outstanding, Company shall not register or cause to be registered with the United States Copyright Office any copyright registrations with respect to any proprietary software of Company or any other property that is subject to registration with the United States Copyright Office; provided, that Company may register or cause to be registered such proprietary software or other property of Company with the United States Copyright Office if (i) such copyright registration is made in connection with the enforcement against third parties of Company's rights with respect to such proprietary software or other property and (ii) Company provides Secured Party five (5) business days prior notice of such copyright registration. While any Obligations remain outstanding, Company shall file or cause to be filed with the United States Copyright Office a copyright application with respect to any major revisions or upgrades to any proprietary software that has previously been registered by Company with the United States Copyright Office. Company shall file for such registration within thirty (30) days from such major revision or upgrade and shall notify Secured Party in writing five (5) business days prior to such filing.

(e) Company will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the patents, trademarks, copyrights and mask works, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted hereunder);

(f) Company shall (i) use proper statutory notice in connection with its use of the patents, trademarks, copyrights and mask works, (ii) maintain consistent standards of quality in its manufacture of products sold under the trademarks or provision of services in connection with the trademarks, and (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets;

(g) Company agrees that if it learns of any use by any Person of any term or design likely to cause confusion with any trademark, Company shall promptly notify Secured Party of such use and of all steps taken and to be taken to remedy any infringement of any trademark; and

(h) Company shall maintain with each employee who may have access to the trade secrets of Company an agreement by which such employee agrees not to disclose such trade secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to Company and further requiring such employee to cooperate fully with Company, its successors in interest, including Secured Party, and their counsel, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with Company or after the termination of such employment.

**7. Authorized Action by Secured Party.** Company hereby irrevocably appoints Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to

Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; provided, however, that Secured Party shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Company agrees to reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

#### ***8. Litigation and Other Proceedings***

(a) Company shall have the right and obligation to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the patents, trademarks, copyrights, mask works or trade secrets. No such suit, proceeding or other actions shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right but not the obligation to bring suit or institute proceedings in the name of Company or Secured Party to enforce any rights in the Collateral, including any license thereunder, in which event Company shall at the request of Secured Party do any and all lawful acts and execute any and all documents reasonably required by Secured Party in aid of such enforcement. If Secured Party elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Company agrees to use all reasonable measures, whether by suit, proceeding or other action, to cause to cease any infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

#### ***9. Default and Remedies.***

(a) *Default.* Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Note).

(b) *Remedies.* Upon the occurrence and during the continuance of any such Event of Default, Secured Party shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights hereunder, Company hereby grants to Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by Secured Party, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) *Application of Collateral Proceeds.* The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of the amount then owing or unpaid to Secured Party (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to Secured Party under any of the Transaction Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

#### 10. *Miscellaneous.*

(a) *Notices.* Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Secured Party under this Security Agreement shall be made in accordance with the notice provisions of the Purchase Agreement.

(b) *Termination of Security Interest.* Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Secured Party hereby authorizes Company to file any UCC

termination statements necessary to effect such termination and Secured Party will, at Company's expense, execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) *Nonwaiver.* No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) *Amendments and Waivers.* This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) *Assignments.* This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Party.

(f) *Cumulative Rights, etc.* The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights hereunder. Company waives any right to require Secured Party to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

(g) *Partial Invalidity.* If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(h) *Expenses.* Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(i) *Tax Payments.* Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Company shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(j) *Construction.* Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, Secured Party and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or Secured Party.

(k) *Entire Agreement.* This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(l) *Other Interpretive Provisions.* References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

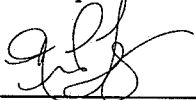
(m) *Governing Law.* This Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules (except to the extent governed by the UCC).

(n) *Counterparts.* This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[The remainder of this page is intentionally left blank]


IN WITNESS WHEREOF, Company has caused this Security 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

AGREED:

**REALPAGE, INC.,**  
as Secured Party

By:   
Name: W. BRYAN HILL  
Title: VP + CHIEF FINANCIAL OFFICER

[Signature page to Security Agreement]



**ATTACHMENT 1**  
**TO SECURITY AGREEMENT**

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All Deposit Accounts and cash;
- (ii) All Intellectual Property;
- (iii) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term “**Intellectual Property**” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company or in which the Company has any right, title, interest, claim or demand, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, all rights and licenses to use any of the foregoing, and all substitutions, renewals, additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term “**Collateral**” shall not include any property, rights or licenses to the extent the granting of a security interest therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law).

All capitalized terms used in this **Attachment 1** and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of Delaware as in effect from time to time.

**SCHEDULE A  
TO SECURITY AGREEMENT**

**COPYRIGHTS**

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

**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 S
Display Screen User Interface with Graphical User Interface	11/22/2016	D772,261 S

**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

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WEST279006733.2

**TRADEMARK  
REEL: 006605 FRAME: 0091**

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
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
Interaction Driven Artificial Intelligence System and Uses for Same, Including Travel Related Contexts	06/23/2017	62/523,934
Interaction Driven Artificial Intelligence System and Uses for Same, Including Presentation Through Portions of Web Pages and Travel Related Contexts	06/23/2017	62/523,936
Concept Networks and Systems and Methods for the Creation, Update and Use of Same in Artificial Intelligence Systems	10/06/2017	62/568,887
Concept Networks and Systems and Methods for the Creation, Update and use of Same to Select Destinations in Artificial Intelligence Systems	08/23/2017	62/549,120
Concept Networks and Systems and Methods for the Creation, Update and Use of Same to Select Images, Including the Election of Images Corresponding to Destinations in Artificial Intelligence Systems	10/05/2017	62/568,604

#### TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
WAYBLAZER (Australia)	05-Jul-2017	1838032

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WEST279006733.2

**TRADEMARK**  
**REEL: 006605 FRAME: 0092**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
WAYBLAZER (European Union)	28-Apr-2017	016200925
WAYBLAZER (Hong Kong)	05-Jun-2017	304004054
WAYBLAZER (India)	27-Oct-2017	1338633
WAYBLAZER (WIPO)	13-Apr-2017	1338633
WAYBLAZER (Singapore)	31-Aug-2017	1338633

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
WAYBLAZER (Canada)	28-Dec-2016	1816169
WAYBLAZER (China)	23-Dec-2016	1338633
WAYBLAZER (U.S)	29-Jun-2016	87976157
WAYBLAZER (U.S)	29-Jun-2016	87088754

**MASK WORKS**

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

**LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS**  
(other than non-exclusive licenses to end-users)

1. None

**SCHEDULE B  
TO SECURITY AGREEMENT**

**COMPANY PROFILE**

1. **Name.** The legal name of Company is and the address of its chief executive office is:

WayBlazer, Inc.

106 East Sixth Street, Suite 250

Austin, TX 78701

2. **Organizational Identification Number; Federal Employer Identification Number.** The Company's organizational identification number in its state of incorporation is 5457733 and Company's federal employer identification number is 46-4628130.

3. **State of Incorporation; Prior Names.** Company was incorporated on 12-30-2013 in the state of Delaware. Since its incorporation Company has had the following legal names (other than its current legal name):

<u>Prior Name</u>	<u>Date Company's Name Was Changed From Such Name</u>
Cognite, Inc.	4/21/2015

4. Company does business under the following trade names:

<u>Trade Name</u>	<u>Is This Name Registered?</u>	<u>Registration No.</u>	<u>Registration Date</u>
WayBlazer	see schedule A		

5. **Place of Business.** Company has the following places of business:

<u>Address</u>	<u>Owner of Location</u>	<u>Brief Description of Assets and Value</u>
<u>106 East Sixth Street, Suite 250</u>	<u>601 Congress, LP</u>	<u>desks, chairs, monitors, laptops,</u>
<u>Austin, TX 78701</u>		<u>value &lt; \$15,000</u>

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WEST\279006733.2

**TRADEMARK  
REEL: 006605 FRAME: 0095**

6. **Qualification To Do Business.** Company is qualified to do business in the following states:

Texas

7. **Existing Security Interests.** Company's assets are subject to the following security interest of Persons other than the Secured Party:

<u>Assets</u>	<u>Name of Secured Party</u>
Bank Account	Silicon Valley Bank

We have a \$50,000 revolving line of credit with SVB to secure the company credit cards

8. **Tax Assessments.** The following tax assessments are currently outstanding and unpaid:

<u>Assessing Authority</u>	<u>Amount and Description</u>
None.	

9. **Guaranties.** Company has directly or indirectly guaranteed the following obligations of third parties:

<u>Amount</u>	<u>Company</u>
None.	

10. **Bank Accounts; Securities Accounts:** The following is a complete list of all bank accounts maintained by Company (*provide name and address of depository bank, type of account and account number*):

**Silicon Valley Bank**

**504 Lavaca St. #1100**

**Austin, TX 78701**

**Checking account number: 3301167530**

# Exhibit 2



## 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: 006605 FRAME: 0100**

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
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