

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simple Bills Corporation		07/26/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	RealPage Utility Management Inc.		
Street Address:	2201 Lakeside Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4340172	THE ROOMMATE PLAN	
Registration Number:	4426912	ROOMMATE UTILITY BILLING	
Registration Number:	4124754	SIMPLE BILLS	
Serial Number:	88487989	SIMPLE BILLS	
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:	2146515066		
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:	07/29/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is effective as of this 26th day of July, 2019.

WHEREAS, Simple Bills Corporation, a Texas corporation (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 (hereafter, collectively the "**Marks**"); and

WHEREAS, pursuant to, and subject to the terms and conditions of, that certain Asset Purchase Agreement, dated as of July 26, 2019, by and among RealPage Utility Management Inc., a Delaware corporation (hereafter "**Assignee**"), RealPage, Inc., Assignor and the other parties thereto (the "**Purchase Agreement**"), 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 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.

2. 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.

3. 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 without reference to the choice of law principles thereof.

4. This Assignment is made in accordance with and is subject to all of the terms, conditions, limitations, representations, warranties, covenants and obligations set forth in the Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument or agreement executed in connection with the Purchase Agreement, no provision of

this Assignment in any way waives, expands, enhances, restricts, alters, diminishes or limits the express provisions (including the warranties, covenants, agreements, conditions, representations, obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Purchase Agreement. This Assignment is intended to effect the transfer of the Marks strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications (and limitations thereto) contained in the Purchase Agreement.

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.

6. This Assignment may be executed and delivered by facsimile or other electronic means and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[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:

SIMPLE BILLS CORPORATION

DocuSigned by:
By: Kevin Jones
Name: Kevin Jones
Title: President

[Signature Page to Trademark Assignment]

ASSIGNEE:

REALPAGE UTILITY MANAGEMENT INC.

By: _____

Name: Thomas C. Ernst, Jr.

Title: Vice President, Chief Financial Officer and
Treasurer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 006706 FRAME: 0081**

EXHIBIT A

MARKS

Trademark	Country	Serial/ Registration Number	Filing /Registration Date	Owner	Status
ROOMMATE UTILITY BILLING	USA	4,426,912	October 29, 2013	Simple Bills, LLC	LIVE
THE ROOMMATE PLAN	USA	4,340,172	May 21, 2013	Simple Bills Corporation	LIVE
SIMPLE BILLS*	USA	4,124,754	April 10, 2012	Simple Bills, Inc.	DEAD
SIMPLE BILLS	USA	88487989	June 25, 2019	Simple Bills, Inc.	Applied

**This mark is showing as cancelled on USPTO.GOV. To correct this issue, a new SIMPLE BILLS mark with Serial No. 88487989 was filed on June 25, 2019.*