

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
W&D RPS HOLDCO, LLC		10/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rentlytics, 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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4567961	RENTLYTICS	
<b>Registration Number:</b>	4529695	MULTIFAMILY INTELLIGENCE	
<b>Registration Number:</b>	4532937	APARTMENT INTELLIGENCE	
<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>	25151.276_08287		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Becker		
<b>SIGNATURE:</b>	/Jeffrey M. Becker/		
<b>DATE SIGNED:</b>	11/13/2019		
<b>Total Attachments: 4</b>			
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October 15, 2018

Rentlytics, Inc.  
537 Stevenson Street, Suite 200  
San Francisco, CA 94103  
Attn: Justin Alanis, President

Re: Pay-Off Letter

We refer to the Loan and Security Agreement dated as of January 11, 2018 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Rentlytics, Inc., a Delaware corporation, as borrower (the "Borrower"), NexPoint Real Estate Capital, LLC ("NexPoint"), as a lender, and W&D RPS Holdco, LLC, as a lender ("W&D", and together with NexPoint, the "Lenders"), and as agent for the Lenders (in such capacity, "Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised the Lenders that it intends to repay all amounts due and owing under the Loan Agreement and has requested that the Lenders provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to the Lenders under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of October 3, 2018 (the "Computation Date") under the Loan Documents are as follows (collectively, together with all accrued Per Diem (as defined below), the "Pay-Off Amount"):

	W&D	NexPoint
Principal:	[REDACTED]	[REDACTED]
Interest:	[REDACTED]	[REDACTED]
Expenses:	[REDACTED]	[REDACTED]
Pay-Off Amount as of 10/3/2018:	[REDACTED]	[REDACTED]

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is [REDACTED] (the "Per Diem") and shall be added to the Pay-Off Amount on each day occurring after the Computation Date. Upon request of Borrower, the Lenders shall provide Borrower with a revised Pay-Off Amount. The Pay-Off Amount (including all Per Diem) assumes that the Obligations are repaid in full no later than October 31, 2018.

The Pay-Off Amount should be wire transferred to the Lenders as follows:

NexPoint Real Estate Capital, LLC  
ABA Routing No: 311973208  
Account No.: 1617968  
Bank Name: NexBank, SSB  
Bank Address: 6121 Luther Lane, Dallas, TX 75225  
Reference: Rentlytics Note Payoff

W&D RPS Holdco, LLC  
W&D RPS Holdco, LLC  
ABA Routing No. 041 000 124  
Account No.: 4007806849  
Bank Name: PNC Bank

Bank Address: Pittsburg, PA  
Reference: Rentlytics Note Payoff

The Agent and the Lenders waive any prior written notice or consent requirement required pursuant to the Loan Agreement in connection with the Transaction (as defined below) as well as any rights Lender might have pursuant to Section 6.1.11(c) hereunder, such waiver to be effective at such time as the Obligations under the Loan Agreement and Loan Documents are repaid in full in connection with the transaction contemplated by that certain Agreement and Plan of Merger dated as of October [•], 2018 (as amended, restated, or supplemented from time to time, the "Merger Agreement") by and among the Company, RealPage, Inc., RP Newco XXVI LLC., Fortis Advisors LLC as the Representative and the Equityholders party to the agreement, pursuant to which RP Newco XXVILLC. will merge with and into the Company, with the Company surviving as a wholly-owned subsidiary of RealPage, Inc. (the "**Transaction**").

Effective immediately upon the Lenders' receipt of payment in full in cash of the Pay-Off Amount (the date of the Lenders' receipt of the Pay-Off Amount being the "**Pay-Off Date**"), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to the Agent and the Lenders in connection with the transaction evidenced by the Loan Agreement (collectively, the "**Loan Documents**") shall be paid and discharged in full (other than Borrower's obligations under Section 8.8 of the Loan Agreement); (ii) all unfunded commitments to make advances or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by the Agent and the Lenders as security for the Obligations shall be terminated and automatically released without further action by the Agent and the Lenders; and (iv) the Loan Documents shall be automatically and immediately terminated, and no provisions from such Loan Documents shall survive thereafter (including without limitation Section 8.8).

The Agent and the Lenders authorize Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents, or to perform any other actions necessary to evidence the release of the Agent and the Lenders' security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore. From and after the Pay-Off Date, the Agent and the Lenders further agree to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the sole expense of Borrower (including all reasonable attorneys' fees and expenses).

The provisions of Sections 8.13 of the Loan Agreement will apply with like effect to this letter and any dispute arising hereunder.

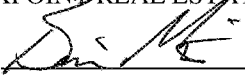
This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of New York and shall become effective only when signed by the Agent and the Lenders and accepted by Borrower by its due execution in the space provided below.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

NEXPOINT REAL ESTATE CAPITAL, LLC, as a Lender

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

Name: Brian Mitts

Title: Authorized Signatory

W&D RPS HOLDCO, LLC, as Agent and a Lender

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Very truly yours,

NEXPOINT REAL ESTATE CAPITAL, LLC, as a Lender

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

W&D RPS HOLDCO, LLC, as Agent and a Lender

By: Richard M. Lucas

Name: Richard M. Lucas

Title: Executive Vice President and General Counsel

[Signature Page to Payoff Letter]