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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM685821 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commercial Spaces United LLC		11/04/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Yardi Systems, Inc.
Street Address:	430 S. FAIRVIEW AVENUE
City:	GOLETA
State/Country:	CALIFORNIA
Postal Code:	93117
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4329232	42FLOORS

CORRESPONDENCE DATA

Fax Number: 3032231111

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.

Phone: 3032231100

Email: alafrance@bhfs.com
Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	E OF SUBMITTER: Andrea M. LaFrance	
SIGNATURE:	/Andrea M. LaFrance/	
DATE SIGNED:	11/04/2021	

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is dated as of November 4, 2021 ("Effective Date"), by and between Commercial Spaces United LLC, a New York limited liability company (the "Assignor"), and Yardi Systems, Inc., a California corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase and Sale Agreement of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to transfer, contribute and assign to Assignee and Assignee wishes to accept, all of the Assignor's right, title and interest in and to the Assignor's registered trademark set forth on the attached <u>Schedule A</u>, attached hereto and incorporated herein by reference ("**Trademark**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Trademark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all common law rights and rights of registration and renewal thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, including the right to claim priority, and including that portion of the goodwill of the business symbolized by the trademarks included in the Trademark, throughout the world, and together with any right possessed by Assignor to collect any and all income royalties or payments due or payable as of the Effective Date or thereafter with respect to the Trademark, with the right to sue for and collect the same and any right possessed by Assignor to recover for damages and profits for any past, present, or future infringements of the Trademark, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.
- **Covenant**. Assignor agrees not to use the terms contained in the Trademark and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity owned or controlled by Assignor.
- **3. Recordation**. Assignor hereby requests that the Commissioner for Trademarks in the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Trademark.
- **4. Further Assurances**. Assignor shall, at Assignee's sole expense, take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such lawful cooperation and assistance (including, without limitation, the execution and delivery of any

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TRADEMARK REEL: 007484 FRAME: 0150 and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

- **5. Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- **6. Governing Law**. This Assignment will be governed by and construed under the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- 7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Each of the individuals whose signature appears below represents and warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASSIGNOR	ASSIGNEE
Commercial Spaces United LLC	Yardi Systems, Inc.
By: Auth	By:
Name Roni Mova	Name: Arnold Brier
Title: Managing Member	Title: Senior Vice President

Schedule A

U.S. Trademark Registration No. 4329232 (42FLOORS)

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RECORDED: 11/04/2021

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