

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Building Engines, Inc.		11/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jones Lang LaSalle IP, Inc.		
Street Address:	200 E. Randolph Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5886493	#RFPSSUCK	
Registration Number:	6008653	BENGIE	
Registration Number:	3916622	BUILDING ENGINES	
Serial Number:	88532418	BUILDING REALITY	
Registration Number:	6097795	PRISM BY BUILDING ENGINES	
Registration Number:	5886496	RFPS REIMAGINED.	
Registration Number:	5886494	RFPSSUCK	
Registration Number:	5596669	SYNLIO	
Serial Number:	87760096	TENANT PULSE	
Registration Number:	5886495	YOUR RFP PROCESS, REIMAGINED.	
Registration Number:	3509434	REALACCESS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		

CH \$290.00 5886493

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 325910/47

NAME OF SUBMITTER: Bruce Goldner

SIGNATURE: /Bruce Goldner/

DATE SIGNED: 01/21/2022

Total Attachments: 15

source=Building Engines IP Transfer and Assign to JLL#page1.tif
source=Building Engines IP Transfer and Assign to JLL#page2.tif
source=Building Engines IP Transfer and Assign to JLL#page3.tif
source=Building Engines IP Transfer and Assign to JLL#page4.tif
source=Building Engines IP Transfer and Assign to JLL#page5.tif
source=Building Engines IP Transfer and Assign to JLL#page6.tif
source=Building Engines IP Transfer and Assign to JLL#page7.tif
source=Building Engines IP Transfer and Assign to JLL#page8.tif
source=Building Engines IP Transfer and Assign to JLL#page9.tif
source=Building Engines IP Transfer and Assign to JLL#page10.tif
source=Building Engines IP Transfer and Assign to JLL#page11.tif
source=Building Engines IP Transfer and Assign to JLL#page12.tif
source=Building Engines IP Transfer and Assign to JLL#page13.tif
source=Building Engines IP Transfer and Assign to JLL#page14.tif
source=Building Engines IP Transfer and Assign to JLL#page15.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of November 23, 2021, is made by Building Engines, Inc., a Delaware company (“**Seller**”), in favor of Jones Lang LaSalle IP, Inc., a Delaware corporation (“**Purchaser**”), pursuant to that certain Merger Agreement, dated as __November 23, 2021, by and among Purchaser and Sellers and certain other parties thereto, (the “**Merger Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Merger Agreement).

WHEREAS, under the terms of the Merger Agreement, Sellers have agreed to convey, transfer and assign to Purchaser, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, Sellers agree as follows:

1. Assignment. In consideration for the execution of the Merger Agreement, the payment of the consideration stipulated in the Merger Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Purchaser, and Purchaser hereby accepts, all of Sellers’ right, title and interest in and to the following (the “**Assigned IP**”), free and clear of all Claims, together with the goodwill of the business connected with the use of, and symbolized by:

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications and common law trademarks set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof;

(c) the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof;

(d) the domain names set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof;

(e) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The terms of the Merger Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Merger Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

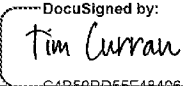
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

By:  DocuSigned by:
Tim Curran

G4B60BD55F48406...

Name: Tim Curran

Its: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

AGREED TO AND ACCEPTED:

Jones Lang LaSalle IP, Inc.

DocuSigned by:

By: *Gabriela Cleveland*

79A38F4004A0428...

Name: Gabriela F. Cleveland

Title: Assistant Secretary

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Application No.	Jurisdiction	Title
19864478.3	Europe	METHODS AND SYSTEMS FOR REMOTELY DIAGNOSING AN ABNORMALITY IN A CLIMATE CONTROL DEVICE
PCT/US2019/052569	PCT	METHODS AND SYSTEMS FOR REMOTELY DIAGNOSING AN ABNORMALITY IN A CLIMATE CONTROL DEVICE
16/019259	U.S.	RFP MANAGEMENT SYSTEM

SCHEDULE 2

ASSIGNED TRADEMARKS

Registered Trademarks and Applications:

MARK	COUNTRY	APPLICATION N/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
<u>#RFPSSUCK</u>	United States	Application No. 88030583 Registration No. 5886493	Class 42: Software as a service (SAAS) services featuring software for use by others in management of the outsourcing process, including arranging for procurement of goods and services from third party vendors, designing requests for proposals (RFPs), soliciting bids, and comparing and evaluating proposals submitted by third party vendors. First Use: Jun-24-2019 / First Use in Commerce: Jun-24-2019	Filed Jul-09-2018 Registered Oct-15-2019	Affidavit of Use due Oct-15-2025 Renewal due Oct-15-2029
<u>BENGIE</u> (Stylized) BEng	United States	Application No. 88007134 Registration No. 6008653	Class 09: Computer software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers	Filed Jun-20-2018 Notice of Allowance Jan-22-2019 Registered Mar-10-2020	Affidavit of Use due Mar-10-2026 Renewal due Mar-10-2030
<u>BUILDING ENGINES</u>	United States	Application No. 85054139	Class 42: Software as a service (SAAS) services featuring software used for building	Filed Jun-03-2010	Renewal due Feb-08-2031

MARK	COUNTRY	APPLICATION N/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
		Registration No. 3916622	management in the field of real estate management operations First Use: Nov-30-2001 / First Use in Commerce: Sep-30-2002	Registered Feb-08-2011	
<u>BUILDING REALITY</u>	United States	Application No. 88532418	Class 09: Downloadable computer software for use in information management, visualization, and planning in the field of real estate management and real estate operations; downloadable computer software for use in information management, visualization, and planning in the field of building and space management and operations Class 42: Software as a service (SAAS) services featuring software used for building management in the field of real estate management operations; design and development of visualization technologies for real estate management and real estate operations; software as a service (SAAS) services featuring software for use in information management, visualization, and planning in the field of real estate management and real estate operations; software as a service (SAAS) services featuring software for use in information management, visualization, and planning in the field of building and space management and operations	Filed Jul-24-2019 Notice of Allowance Jan-21-2020	Statement of Use or 3 rd extension request due Jul-21-2021 Statement of Use or 4 th extension request due Jan-21-2022 Statement of Use or 5 th extension request due Jul-21-2022 Statement of Use Final Deadline Jan-21-2023

MARK	COUNTRY	APPLICATION N/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
<u>PRISM BY BUILDING ENGINES</u>	United States	Application No. 88551285 Registration No. 6097795	<p>Class 09: Downloadable computer software for building, facility and property management featuring a modular, interoperable workflow platform for managing service requests, providing information, running system queries, managing, tracking, scheduling, and executing workflows, collecting data, providing operational insight, and controlling, monitoring, tracking, and interfacing with building and facility processes and systems for use by building owners, managers, security personnel, engineers and occupants</p> <p>First Use: Sep-30-2019 / First Use in Commerce: Sep-30-2019</p> <p>Class 42: Software as a service (SAAS) services for building, facility and property management featuring a modular, interoperable workflow platform for managing service requests, providing information, running system queries, managing, tracking, scheduling, and executing workflows, collecting data, providing operational insight, and controlling, monitoring, tracking, and interfacing with building and facility processes and systems for use by building owners, managers, security personnel, engineers and occupants</p> <p>First Use: Dec-10-2019 / First Use in Commerce: Dec-10-2019</p>	<p>Filed Jul-30-2019</p> <p>Notice of Allowance Jan-21-2020</p> <p>Registered Jul-07-2020</p>	<p>Affidavit of Use due Jul-07-2026</p> <p>Renewal due Jul-07-2030</p>

MARK	COUNTRY	APPLICATION N/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
<u>RFPS</u> <u>REIMAGINE</u> <u>D.</u>	United States	Application No. 88030621 Registration No. 5886496	Class 42: Software as a service (SAAS) services featuring software for use by others in management of the outsourcing process, including arranging for procurement of goods and services from third party vendors, designing requests for proposals (RFPs), soliciting bids, and comparing and evaluating proposals submitted by third party vendors First Use: Jun-24-2019 / First Use in Commerce: Jun-24-2019	Filed Jul-09-2018 Registered Oct-15-2019	Affidavit of Use due Oct-15-2025 Renewal due Oct-15-2029
<u>RFSSUCK</u>	United States	Application No. 88030597 Registration No. 5886494	Class 42: Software as a service (SAAS) services featuring software for use by others in management of the outsourcing process, including arranging for procurement of goods and services from third party vendors, designing requests for proposals (RFPs), soliciting bids, and comparing and evaluating proposals submitted by third party vendors First Use: Jun-24-2019 / First Use in Commerce: Jun-24-2019	Filed Jul-09-2018 Registered Oct-15-2019	Affidavit of Use due Oct-15-2025 Renewal due Oct-15-2029
<u>SYNLIO</u>	United States	Application No. 87470758 Registration No. 5596669	Class 42: Software as a service (SAAS) services featuring software for use by others in management of the outsourcing process, including arranging for procurement of goods and services from third party vendors, designing requests for proposals (RFPs), soliciting bids, and comparing and evaluating proposals submitted by third party vendors First Use: Sep-13-2017 / First Use in Commerce: Sep-13-2017	Filed May-31-2017 Registered Oct-30-2018	Affidavit of Use due Oct-30-2024 Renewal due Oct-30-2028

MARK	COUNTRY	APPLICATION N/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
<u>TENANT PULSE</u>	United States	Application No. 87760096	Class 09: Downloadable software for computers and mobile devices, namely, software for measuring tenant satisfaction and predicting tenant behavior Class 36: Consulting services in the field of building management Class 42: Software as a service (SAAS) services featuring software for measuring tenant satisfaction and predicting tenant behavior	Filed Jan-18-2018 Notice of Allowance Aug-14-2018	Statement of Use Final Deadline Aug-14-2021
<u>YOUR RFP PROCESS, REIMAGINE D.</u>	United States	Application No. 88030614 Registration No. 5886495	Class 42: Software as a service (SAAS) services featuring software for use by others in management of the outsourcing process, including arranging for procurement of goods and services from third party vendors, designing requests for proposals (RFPs), soliciting bids, and comparing and evaluating proposals submitted by third party vendors First Use: Jun-24-2019 / First Use in Commerce: Jun-24-2019	Filed Jul-09-2018 Registered Oct-15-2019	Affidavit of Use due Oct-15-2025 Renewal due Oct-15-2029
<u>BENGIE</u>	European Union	Application No. 018153525 Registration No. 018153525	Class 09: Computer software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers	Filed Nov-15-2019 Registered May-22-2020	Renewal due Nov-15-2029

MARK	COUNTRY	APPLICATION N/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
			Class 42: Software as a service (SAAS) services featuring software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers		
<u>BENGIE</u>	Madrid Protocol Designated Jurisdictions European Union, and United Kingdom	Application No. 1447372 Registration No. 1447372	Class 09: Computer software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers	Filed Dec-17-2018 Registered Jan-31-2019	Deadline for dependency on originating case Dec-17-2023 Renewal due Dec-17-2028
<u>BENGIE</u>	United Kingdom (via Madrid Protocol)	Application No. 1447372 Registration No. 1447372	Class 09: Computer software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers Class 42: Software as a service (SAAS) services featuring software for building and facility management featuring a chatbot for	Filed Dec-17-2018 Registered Jul-20-2019	Renewal due via Madrid Protocol Dec-17-2028

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
			simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers		
<u>BENGIE</u>	United Kingdom	Application No. 018153525 Registration No. UK00918153525	Class 09: Computer software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers Class 42: Software as a service (SAAS) services featuring software for building and facility management featuring a chatbot for simulating conversations, providing information, running system queries, managing, tracking, scheduling, and executing workflow, and controlling, monitoring, tracking, and interfacing with building and facility systems, for use by tenants and building managers	Filed Nov-15-2019 Registered May-22-2020	Renewal due Nov-15-2029

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
US	REALACCESS	77/177,222	5/10/2007	3,509,434	9/30/2008	Active

Unregistered Trademarks:

- PRISM
-  BuildingEngines
- AwareManager
- AwareManager IQ
- AwareManager Mobile
- AwareManager Gateway
- LogCheck (e.g., <http://logcheck.com>, <https://www.linkedin.com/company/logcheck/>, <https://github.com/logcheck>, <https://www.facebook.com/LogCheckApp/>)
- “How Rounds Get Done” (e.g., <http://logcheck.com>, <https://www.youtube.com/watch?v=YdiPPJmW4CM>)
- LogCheck logo



- LogCheck wordmarks



- “Ravti”
- “RDM”

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE 4

ASSIGNED DOMAIN NAMES

- buildingengines.com (Network Solutions)
- requestcom.com (Network Solutions)
- buildingadvantage.com (Network Solutions)
- tenhub.me (Network Solutions)
- tenhub.mobi (Network Solutions)
- tenhub.biz (GoDaddy)
- tenhub.info (Network Solutions)
- prismsbybuildingengines.com (AWS Registrar)
- transform-buildingengines.com (AWS Registrar)
- askbengie.com (AWS Registrar)
- beifederation.com (Network Solutions)
- tenhubapp.com (Network Solutions)
- tenhubapp.net (Network Solutions)
- requestcom.site (Network Solutions)
- awaremanager.com (GoDaddy)
- amjxt.com (GoDaddy)
- awareportal.com (GoDaddy)
- awaremanageriq.com (Namecheap)
- awaremanager.net (AWS Registrar)
- Synl.io (GoDaddy)
- Synlio.com (GoDaddy)
- Synlio.info (GoDaddy)
- Synlio.net (GoDaddy)
- Synlio.org (GoDaddy)
- Rfpsuck.com (Namecheap)
- Rfpreimagined.com (Namecheap)
- Cblt.io (Namecheap)
- Cobalt-pro.com (Namecheap)
- buildingstat.us (Namecheap)
- emergentprop.com (Namecheap)
- emergentproperti.es (Namecheap)
- emergentprops.com (Namecheap)
- getlogcheckapp.com (Namecheap)
- getwastecheck.com (Namecheap)
- getwastecheckapp.com (Namecheap)
- logcheck.app (Namecheap)
- logcheck.co (Namecheap)
- logcheck.com (GoDaddy)
- logcheck.in (Namecheap)