

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Real Data Management, 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: 1			
Property Type	Number	Word Mark	
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		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	325910/47		
NAME OF SUBMITTER:	Bruce Goldner		
SIGNATURE:	/Bruce Goldner/		
DATE SIGNED:	01/26/2022		
Total Attachments: 8			
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TRADEMARK

REEL: 007569 FRAME: 0271

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of November 23, 2021, is made by Real Data Management, Inc., a Delaware company (“**RDM**”), a wholly-owned subsidiary of Building Engines, Inc., a Delaware corporation (with RDM, “**Sellers**”), 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, including RDM, 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.

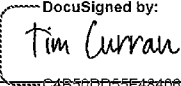
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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:
Real Data Management, Inc.

By:  DocuSigned by:
Tim Curran

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Name: Timothy Curran

Its: President

[Signature Page to Intellectual Property Assignment Agreement]

AGREED TO AND ACCEPTED:

PURCHASER:

Jones Lang LaSalle IP, Inc.

By: DocuSigned by:

Gabriela Cleveland

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Name: Gabriela F. Cleveland

Title: Assistant Secretary

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARKS

Registered Trademarks and Applications:

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:

None.

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE 4
ASSIGNED DOMAIN NAMES

None.