

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803865

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900757836

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kigo, Inc.		09/27/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Guesty, Inc.
Street Address:	340 S Lemon Ave. #9720
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	Corporation: DELAWARE
Name:	YieldPlanet, S.L.
Street Address:	Calle Gran Via de les Corts Catalanes, 1176 - BIS P 2 PTA. 9
City:	Barcelona
State/Country:	SPAIN
Postal Code:	08020
Entity Type:	Sociedad De Responsabilidad Limitada: SPAIN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4670772	KIGO
Registration Number:	5467193	KIGO
Registration Number:	6511782	O

CORRESPONDENCE DATA

Fax Number: 6468780801

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: 6468780800

Email: jzion@pearlcohen.com

Correspondent Name: Jacqueline Zion

Address Line 1: 7 Times Square, 19th Fl

Address Line 2: Pearl Cohen Zedek Latzer Baratz LLP

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	702321-12-00
DOMESTIC REPRESENTATIVE	
Name:	Jacqueline Zion
Address Line 1:	7 Times Square, 19th Fl
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP
Address Line 4:	New York, NEW YORK 10036
NAME OF SUBMITTER:	Jacqueline Zion
SIGNATURE:	/JZ/
DATE SIGNED:	04/18/2023
Total Attachments: 5 source=Trademark Assignment - Final_#page1.tif source=Trademark Assignment - Final_#page2.tif source=Trademark Assignment - Final_#page3.tif source=Trademark Assignment - Final_#page4.tif source=Trademark Assignment - Final_#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of this 27th day of September, 2022.

WHEREAS, Kigo, Inc., a Delaware corporation ("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 (hereinafter, collectively the "Marks"); and

WHEREAS, pursuant to, and subject to the terms and conditions of, that certain Asset Purchase Agreement, dated on or about the date hereof, by and among Guesty, Inc. and YieldPlanet, S.L. (collectively, "Assignees"), and Assignor and RealPage, Inc., a Delaware corporation ("RealPage") (in the case of RealPage, solely with respect to Sections 3.1(c), 5.3, and 5.8 of the Asset Purchase Agreement) (the "Asset Purchase Agreement"), Assignees desire 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, Assignees being successors 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 Assignees, their 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 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 Assignees, for their own use and enjoyment, and for the use and enjoyment of their 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.

2. Cooperation. Assignor undertakes to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignees to effect more fully the transactions contemplated by this Assignment.

3. 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 Assignees.

4. 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 Delaware without reference to the choice of law principles thereof.

5. 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 Asset Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection with the Asset 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 Asset Purchase Agreement. This Assignment is intended to effect the transfer of the Marks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications (and limitations thereto) contained in the Asset Purchase Agreement.

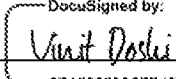
6. The terms and provisions of this Assignment may be modified or amended only by a written instrument executed by each of the Assignees and Assignor, and compliance with any term or provision hereof may be waived only by a written instrument executed by each party entitled to the benefits of the same. 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.

[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.

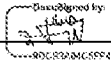
ASSIGNOR:

**REALPAGE DEF, INC., a Delaware corporation,
formerly known as KIGO, INC., a Delaware
corporation**

By:  _____
Name: C7A239B96C7B458...
Vinit Doshi _____
Title: Chief Operating Officer

ASSIGNEES:

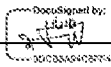
GUESTY, INC.

By:  _____
DocuSigned by:
Amiad Soto
52C55F19-20CF-4686-960A-E1E2DEFF2509

Name: Amiad Soto

Title: CEO


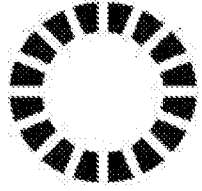
YIELDPLANET, S.L.

By:  _____
DocuSigned by:
Amiad Soto
52C55F19-20CF-4686-960A-E1E2DEFF2509

Name: Amiad Soto

Title: Director

EXHIBIT A

TRADEMARK	COUNTRY	OWNER	REGISTRATION #	REGISTRATION DATE	STATUS
KIGO	UNITED STATES	Kigo, Inc.	4670772	1/13/15	REGISTERED
KIGO (and Design) 	UNITED STATES	Kigo, Inc.	5467193	5/15/18	REGISTERED
O Logo (Kigo) 	UNITED STATES	Kigo, Inc.	6511782	10/5/21	REGISTERED