

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rightsource Compliance, LLC		04/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86871260	RIGHTSOURCE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	Jessica Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0501		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	04/27/2023		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2023 (this “**Agreement**”), among each GRANTOR listed on the signature pages hereto (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”), and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) YARDI SYSTEMS, INC., a California corporation (the “**Borrower**”), the other GUARANTORS party thereto, the LENDERS and ISSUING BANKS from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) and the Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of April 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of April 27, 2023, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which certain Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark Collateral.

“**Trademark Collateral**” means, with respect to each Grantor (i) all United States registered Trademarks and United States Trademark applications owned by such Grantor listed on Schedule I attached hereto (other than any “intent-to-use” Trademark application filed with the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior

to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such intent-to-use application or registration that issues from such intent-to-use application under applicable federal law) (ii) all extensions, continuations, reissues or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue or otherwise recover for past, present or future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages and proceeds of suit, and (vi) all rights, priorities and privileges relating thereto.

SECTION 3 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4 Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5 Governing Law and Consent to Jurisdiction

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.


SECTION 6 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. This Agreement incorporates herein the electronic execution provisions set forth in the Credit Agreement as if such provisions were set forth herein, *mutatis mutandis*.

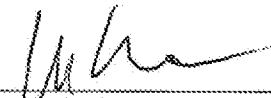
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

YARDI SYSTEMS, INC.
RIGHTSOURCE COMPLIANCE, LLC

By: 
Name: Arnold Brier
Title: Secretary

RENTGROW, INC.
PEAK INSURANCE ADVISORS, LLC
YES ENERGY MANAGEMENT, INC.

By: 
Name: James Shobe
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008053 FRAME: 0908


ACCEPTED AND AGREED:



JPMORGAN CHASE BANK, N.A.,
as Collateral Agent



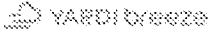
By: Christine Lathrop
Name: Christine Lathrop
Title: Executive Director


SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	42FLOORS	85542785 14-FEB-2012	4329232 30-APR-2013	Renewed (Registered)	Yardi Systems, Inc.
2.	ALMSA	85732001 18-SEP-2012	4334499 14-MAY-2013	Registered	Yardi Systems, Inc.
3.	BREEZE	97739923 03-JAN-2023	---	Pending	Yardi Systems, Inc.
4.	BREEZE PREMIER	97739935 03-JAN-2023	---	Pending	Yardi Systems, Inc.
5.	CE COMMERCIALEDGE  CommercialEdge	90352245 01-DEC-2020	6886930 01-NOV-2022	Registered	Yardi Systems, Inc.
6.	CENTERSHIFT centershift	76316251 24-SEP-2001	2657205 03-DEC-2002	Renewed (Registered)	Yardi Systems, Inc.
7.	CENTERSHIFT	76316252 24-SEP-2001	2660765 10-DEC-2002	Renewed (Registered)	Yardi Systems, Inc.
8.	COMMERCIAL PROPERTY EXECUTIVE	77758569 12-JUN-2009	3769229 30-MAR-2010	Renewed (Registered)	Yardi Systems, Inc.
9.	COMMERCIALCAFÉ	88421792 08-MAY-2019	5919476 26-NOV-2019	Registered	Yardi Systems, Inc.
10.	CONTEXT	76134410 25-SEP-2000	2646739 05-NOV-2002	Renewed (Registered)	Yardi Systems, Inc.
11.	COROM	90240034 07-OCT-2020	6512988 05-OCT-2021	Registered	Yardi Systems, Inc.
12.	ENERGIZED FOR TOMORROW	87329070 08-FEB-2017	5703861 19-MAR-2019	Registered	Yardi Systems, Inc.
13.	KUBE	88210473 29-NOV-2018	---	Pending	Yardi Systems, Inc.
14.	LEAD TRACKING SOLUTIONS	78656290 22-JUN-2005	3677865 01-SEP-2009	Renewed (Registered)	Yardi Systems, Inc.

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
15. LEAD TRACKING SOLUTIONS	78656305 22-JUN-2005	3677866 01-SEP-2009	Renewed (Registered)	Yardi Systems, Inc.
16. MULTI-HOUSING NEWS	73708781 01-FEB-1988	1538124 09-MAY-1989	Renewed (Registered)	Yardi Systems, Inc.
17. MYCAFE BY RENTCAFE	88510720 11-JUL-2019	5966658 21-JAN-2020	Registered	Yardi Systems, Inc.
18. OPTIMUS EMR	85053039 02-JUN-2010	4004835 02-AUG-2011	Renewed (Registered)	Yardi Systems, Inc.
19. ORION	85556844 29-FEB-2012	4689028 17-FEB-2015	Registered	Yardi Systems, Inc.
20. PAYSCAN	88212302 30-NOV-2018	5781708 18-JUN-2019	Registered	Yardi Systems, Inc.
21. PIERCE-EISLEN	76017181 04-APR-2000	2608009 13-AUG-2002	Renewed (Registered)	Yardi Systems, Inc.
22. POPCARD	78654335 20-JUN-2005	4324739 23-APR-2013	Registered	Yardi Systems, Inc.
23. PROPERTYSHARK	78561715 07-FEB-2005	3057589 07-FEB-2006	Renewed (Registered)	Yardi Systems, Inc.
24. RENT RELIEF  Rent Relief	90513383 05-FEB-2021	6748449 31-MAY-2022	Registered	Yardi Systems, Inc.
25. RENTCAFE	85165367 29-OCT-2010	4298595 05-MAR-2013	Registered	Yardi Systems, Inc.
26. RENTCAFFEINE	88566809 05-AUG-2019	6020627 24-MAR-2020	Registered	Yardi Systems, Inc.
27. SMARTER SOLUTIONS FOR PLACES THAT MATTER	85561613 06-MAR-2012	4243671 13-NOV-2012	Registered	Yardi Systems, Inc.
28. UMMTOM	90202774 23-SEP-2020	6371882 01-JUN-2021	Registered	Yardi Systems, Inc.
29. VENDORCAFÉ	85962969 18-JUN-2013	4594096 26-AUG-2014	Registered	Yardi Systems, Inc.
30. VENDORSHIELD	87624758 27-SEP-2017	5681553 19-FEB-2019	Registered	Yardi Systems, Inc.
31. VISUAL HOMES 	78886538 18-MAY-2006	3217843 13-MAR-2007	Renewed (Registered)	Yardi Systems, Inc.

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
32.	VOYAGER	85741504 28-SEP-2012	4338660 21-MAY-2013	Registered	Yardi Systems, Inc.
33.	WIPS	85965858 20-JUN-2013	4577269 29-JUL-2014	Registered	Yardi Systems, Inc.
34.	WUN	88191866 13-NOV-2018	6093555 07-JUL-2020	Registered	Yardi Systems, Inc.
35.	Y 	86460260 20-NOV-2014	5066713 25-OCT-2016	Registered	Yardi Systems, Inc.
36.	Y 	86460304 20-NOV-2014	5066714 25-OCT-2016	Registered	Yardi Systems, Inc.
37.	YARDI	85741591 28-SEP-2012	4420780 22-OCT-2013	Registered	Yardi Systems, Inc.
38.	YARDI	74646815 15-MAR-1995	2042681 11-MAR-1997	Renewed (Registered)	Yardi Systems, Inc.
39.	YARDI BREEZE	88935292 27-MAY-2020	6226960 22-DEC-2020	Registered	Yardi Systems, Inc.
40.	YARDI BREEZE 	88660142 18-OCT-2019	6053407 12-MAY-2020	Registered	Yardi Systems, Inc.
41.	YARDI ENERGY SOLUTIONS	85276268 24-MAR-2011	4365155 09-JUL-2013	Registered	Yardi Systems, Inc.
42.	RENTGROW	74081606 19-JUL-1990	1652596 30-JUL-1991	Renewed (Registered)	RentGrow, Inc.
43.	TOTALSCREEN	76036138 27-APR-2000	2640408 22-OCT-2002	Renewed (Registered)	RentGrow, Inc.
44.	SCREENINGWORKS	77425161 18-MAR-2008	3621674 19-MAY-2009	Renewed (Registered)	RentGrow, Inc.
45.	RENTER RELIABILITY INDEX	87154504 29-AUG-2016	5320562 31-OCT-2017	Registered	RentGrow, Inc.
46.	RIGHTSOURCE	86871260 11-JAN-2016	5445780 17-APR-2018	Registered	Rightsource Compliance, LLC

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
47.	GOODSHIELD	86727224 17-AUG-2015	4926970 29-MAR-2016	Registered	Peak Insurance Advisors, LLC
48.	RESIDENTSHIELD	77634773 17-DEC-2008	3871030 02-NOV-2010	Renewed (Registered)	Peak Insurance Advisors, LLC
49.	Design Only 	85428617 21-SEP-2011	4358633 25-JUN-2013	Registered	Yes Energy Management, Inc.
50.	YES ENERGY MANAGEMENT	85426305 19-SEP-2011	436191802- JUL-2013	Registered	Yes Energy Management, Inc.