

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM343997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICIM Corporation		06/02/2015	CORPORATION; Kentucky
RECEIVING PARTY DATA			
Name:	RP Newco XV LLC		
Street Address:	4000 International Parkway		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75007		
Entity Type:	LIMITED LIABILITY COMPANY; TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3962909	INDATUS	
Registration Number:	3962944	INDATUS	
Registration Number:	3962915	I	
Registration Number:	3962910	DATA INSPIRED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	972-820-3045		
Email:	Stephanie.Drumm@realpage.com		
Correspondent Name:	Stephanie L. Drumm		
Address Line 1:	4000 International Parkway		
Address Line 4:	Carrollton, TEXAS 75007		
NAME OF SUBMITTER:	Stephanie Drumm		
SIGNATURE:	/SD/		
DATE SIGNED:	06/09/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of June 2, 2015 by and among ICIM Corporation, a Kentucky corporation ("Assignor") and RP Newco XV LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks, along with United States applications for registration of such trademarks, including but not limited to those Trademarks identified on Schedule A attached hereto and incorporated by reference herein (collectively, the "Assigned Trademarks");

WHEREAS, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Assigned Trademarks pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Assigned Trademarks and all Intellectual Property Rights and goodwill associated therewith.
3. Cooperation. Assignor agrees 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 Assignee to effectuate more fully the transactions contemplated by this Assignment.
4. Registration. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Assigned Trademarks identified as "Registered" on Schedule A attached and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Trademarks.
5. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the

Purchase Agreement.

6. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

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

8. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

[Signature Page Follows]

SCHEDULE A

Trademarks

Registered

- Indatus (service, word): U.S. Reg. No. 3962909; registered 2011-05-17 to ICiM Corporation.
- Indatus (service, design): U.S. Reg. No. 3962944; registered 2011-05-17 to ICiM Corporation.
- Indatus (service, design): U.S. Reg. No. 3962945; registered 2011-05-17 to ICiM Corporation.
- Data Inspired (service, word): U.S. Reg. No. 3962910; registered 2011-05-17 to ICiM Corporation.

Unregistered

- Answer Automation
- Call Tracker
- Zip Digital