

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4617937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ON-SITE MANAGER, INC.	09/26/2017
RECEIVING PARTY DATA	
Name:	RP NEWCO XXII LLC
Street Address:	2201 LAKESIDE BLVD.
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75082
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7376619
CORRESPONDENCE DATA	
Fax Number:	(214)200-0558
<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:	214-651-5066
Email:	jeff.becker@haynesboone.com
Correspondent Name:	JEFFREY M. BECKER C/O HAYNES AND BOONE
Address Line 1:	2323 VICTORY AVENUE, SUITE 700
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	25151.73
NAME OF SUBMITTER:	JEFFREY M. BECKER
SIGNATURE:	/Jeffrey M. Becker/
DATE SIGNED:	09/28/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=On-Site Patent Assignment#page1.tif	
source=On-Site Patent Assignment#page2.tif	
source=On-Site Patent Assignment#page3.tif	
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source=On-Site Patent Assignment#page5.tif	

Patent Assignment Agreement

This PATENT ASSIGNMENT AGREEMENT (this "Assignment") is effective as of September 26, 2017 ("Closing Date"), between On-Site Manager, Inc., a California corporation ("Assignor"), and RP Newco XXII LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of July 28, 2017 among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to certain patent rights listed on Schedule A hereto (the "Assigned Patents"). Capitalized terms used in this Assignment which are not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

Assignor hereby assigns to Assignee, or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (collectively, the "Patent Rights"): (a) the Assigned Patents, including: all rights pursuant to 35 U.S.C. § 154; (b) all patents or patent applications (i) to which any of the foregoing claim priority and/or (ii) for which any of the foregoing forms a basis for priority; (c) any and all continuing, divisional and continuation-in-part applications of any of the foregoing; (d) all requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; (e) all foreign patents, patent applications and counterparts to any of the foregoing, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and (f) all rights to apply in any country for patents, certification of invention, utility models, industrial design protections, design patent protection or other governmental grants or issuances corresponding to any of the foregoing throughout the world, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (g) all inventions set forth in any of the Assigned Patents; (h) all past, present and future causes of action (whether currently pending, filed, or otherwise) and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions. The assignment of the Assigned Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned Patents and all domestic and international patent filing documents.

Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to issue patents on the applications included in the Patent Rights, to issue all letters patent, patents, certificates of invention, utility models or other governmental grants or issuances for the inventions disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein.

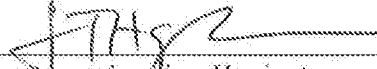
The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

The Assigned Patents are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Closing Date as set forth in the Purchase Agreement.

This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Closing Date.

ON-SITE MANAGER, INC.

By: 
Name: Jonathan Harrington
Title: CEO

On this _____ day of _____, 2017, before me, a Notary Public, appeared _____, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal: _____

Notary Public

RP NEWCO XXII LLC
By: **RealPage, Inc., its Sole Member**

By: _____
Name: Stephen T. Winn
Title: President and Chief Executive Officer

On this _____ day of _____, 201____, before me, a Notary Public, appeared _____, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal: _____

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

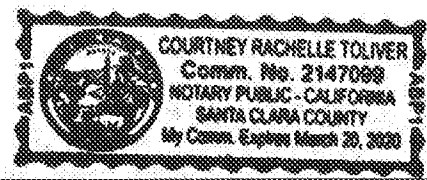
On September 25th, 2017 before me, Courtney Rachelle Toliver (Notary)
(insert name and title of the officer)

personally appeared Jonathan Harrington
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Courtney Rachelle Toliver (Seal)



IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Closing Date.

ON-SITE MANAGER, INC.

By: _____
Name: Jonathan Harrington
Title: CEO:

On this ____ day of _____, 2017, before me, a Notary Public, appeared _____, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal: _____

Notary Public

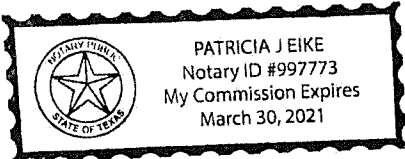
RP NEWCO XXII LLC
By: RealPage, Inc., its Sole Member

By: Stephen T Winn
Name: Stephen T. Winn
Title: President and Chief Executive Officer

On this 22 day of Sept, 2017, before me, a Notary Public, appeared Stephen T Winn, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal: _____

[Signature]
Notary Public



SCHEDULE A

Assigned Patents

1. U.S. Patent no 7,376,619 (Method and system for rapid tenant screening, lease recommendation, and automatic conversion/transcription of data into lease documents) issued on May 20, 2008.