505984963 03/25/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6031672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		

#### **CONVEYING PARTY DATA**

Name	Execution Date
BLU TREND, LLC	07/13/2018

## **RECEIVING PARTY DATA**

Name:	REALPAGE UTILITY MANAGEMENT INC.		
Street Address:	2201 LAKESIDE BLVD.		
City:	RICHARDSON		
State/Country:	TEXAS		
Postal Code:	75082		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	7467092
Patent Number:	7957980
Patent Number:	8073705

## CORRESPONDENCE DATA

**Fax Number:** (214)200-0558

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:** 2146515066

**Email:** jeff.becker@haynesboone.com

Correspondent Name: JEFFREY M. BECKER C/O HAYNES AND BOONE, LLP

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:	03/25/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 4**

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PATENT 505984963 REEL: 052228 FRAME: 0039

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PATENT REEL: 052228 FRAME: 0040

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("<u>Assignment</u>") is made as of July 13, 2018, by Blu Trend, LLC, a Georgia limited liability company ("<u>Assignor</u>"), and RealPage Utility Management Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, pursuant to, and subject to the terms and conditions of, that certain Asset Purchase Agreement, dated as of July 13, 2018, by and among RealPage, Inc., Assignee, Assignor and the other parties thereto (the "<u>Purchase Agreement</u>"), Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, free and clear of any Liens, the Business Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, this Assignment is being executed and delivered pursuant to <u>Section 2.8(d)</u> of the Purchase Agreement; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of terms, conditions and covenants set forth herein and in the Purchase Agreement, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

- 1. <u>Assignment.</u> Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of any Liens, all of Assignor's right, title and interest in and to the Business Intellectual Property.
- 2. <u>Cooperation</u>. 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 effect more fully the transactions contemplated by this Assignment.
- 3. <u>Terms of the Purchase Agreement</u>. Nothing contained in this Assignment shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations of any party under the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
- 4. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.
- 5. <u>Governing Law</u>. This Assignment and any matter or dispute arising under or in connection with this Assignment will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the laws or Rules of the State of Texas relating to conflict of laws.
- 6. <u>Amendment</u>. Any waiver, amendment, modification or supplement of or to this Assignment shall be effective only if in writing and signed by all parties to this Assignment.
- 7. <u>Severability</u>. In the event that any provision in this Assignment shall be determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this

PATENT REEL: 052228 FRAME: 0041 Assignment shall not be in any way impaired, and the illegal, invalid or unenforceable provision shall be fully severed from this Assignment and there shall be automatically added a replacement provision as similar in terms and intent to such severed provision as may be legal, valid and enforceable.

8. <u>Counterparts</u>. This Assignment may be executed and delivered by facsimile or other electronic means and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the day and year first written above.

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BLU TREND, LLC

Name: Michael Anderson
Title: Managing Member

ASSIGNEE:

REALPAGE UTILITY MANAGEMENT INC.

By:\_\_\_\_

Name: W. Bryan Hill

Title: Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the day and year first written above.

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BLU TREND, LLC

Title: Managing Member

**ASSIGNEE:** 

REALPAGE UTILITY MANAGEMENT INC.

Name: W. Bryan Hill

Title: Vice President and Chief Financial Officer