

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6712220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHIRP SYSTEMS, INC.	04/22/2021
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16888208
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1:	1271 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	049646-0535
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	05/17/2021
Total Attachments: 6	
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This **SECOND LIEN PATENT SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 22, 2021, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Mirasol Merger Sub, Inc., a Delaware corporation ("Merger Sub" and, prior to the consummation of the Merger, the "Initial Borrower"), RealPage, Inc., a Delaware corporation (the "Company" and, upon the consummation of the Merger, the "Borrower"), RealPage Holdings, LLC, a Delaware limited liability company ("Holdings"), each lender from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and (ii) Second Lien Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

a. all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto;

b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

c. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or injunctive relief; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary

contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

REALPAGE, INC.

By: Brian D. Shelton
Name: Brian Shelton
Title: Chief Financial Officer

REALPAGE UTILITY MANAGEMENT INC.

By: Brian D. Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

CHIRP SYSTEMS, INC.

By: Brian D. Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

STRATIS IOT, INC.

By: Brian D. Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By: _____

A handwritten signature in black ink, appearing to be 'RE', written over a horizontal line.

Name: Robert Ehudin

Title: Authorized Signatory

Schedule A

Patents:

Owner	Patent	Registration No.	Registration Date
Realpage Inc.	Method for refining cognitive insights using travel-related cognitive graph vectors	10846315	2020-11-24
Realpage Inc.	System for refining cognitive insights using travel-related cognitive graph vectors	10572540	2020-02-25
RealPage Utility Management Inc.	Systems and methods for the prevention of extended utility theft	7467092	2008-12-16
RealPage Utility Management Inc.	Systems and methods for the prevention of extended utility theft	7957980	2011-06-07
RealPage Utility Management Inc.	Systems and methods for the prevention of extended utility theft	8073705	2011-12-06
RealPage, Inc.	Concept networks and systems and methods for the creation, update and use of same to select images, including the selection of images corresponding to destinations in artificial intelligence systems	10872125	2020-12-22
RealPage, Inc.	Display screen with graphical user interface	D783646	2017-04-11
RealPage, Inc.	Display screen with graphical user interface	D780190	2017-02-28
RealPage, Inc.	Display screen with graphical user interface	D772261	2016-11-22
RealPage, Inc.	Method for refining cognitive insights using travel-related cognitive graph vectors	10318561	2019-06-11
RealPage, Inc.	System for refining cognitive insights using travel-related cognitive graph vectors	9898552	2018-02-20
RealPage, Inc.	Travel-related cognitive profiles	10521475	2019-12-31
RealPage, Inc.	Travel-related cognitive profiles	10083399	2018-09-25
RealPage, Inc.	Travel-related weighted cognitive personas and profiles	10192164	2019-01-29

Patent Applications:

Owner	Patent	Application No.	Filing Date:
Chirp Systems, Inc.	Access control for property management	16/888,208	2020-05-29
Realpage Inc	Interaction driven artificial intelligence system and uses for same, including presentation through portions of web pages	16/015,112	2018-06-21
Realpage Inc	System for refining cognitive insights using travel-related cognitive graph vectors	16/740,057	2020-01-10
Realpage Inc	Travel-related cognitive profiles	16/676,531	2019-11-07
RealPage, Inc.	Concept networks and systems and methods for the creation, update and use of same in artificial intelligence systems	16/150,954	2018-10-03
RealPage, Inc.	Interaction driven artificial intelligence system and uses for same	16/015,104	2018-06-21
RealPage, Inc.	Unpublished	17/071,809	2020-10-15
RealPage, Inc.	Unpublished	17/097,895	2020-11-13
RealPage, Inc.	Unpublished	16/109,510	2018-08-22
Stratis IoT, Inc.	Smart lock system	16/191,023	2018-11-14