

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7924264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
YARDI SYSTEMS, INC.	04/27/2023
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN STREET
Internal Address:	L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11959294
Application Number:	12646764
Application Number:	10847537
Application Number:	12892731
Application Number:	11117124
Application Number:	14923581
Application Number:	14923720
Application Number:	14923642
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:	JESS.BAJADA-BARTLETT@LW.COM
Correspondent Name:	JESSICA BAJADA-BARTLETT
Address Line 1:	1271 AVENUE OF THE AMERICAS
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ATTORNEY DOCKET NUMBER:	045494-0510
NAME OF SUBMITTER:	JESSICA BAJADA-BARTLETT

SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	04/27/2023
Total Attachments: 5 source=Yardi - Patent Security Agreement [Executed](141091168.1)#page1.tif source=Yardi - Patent Security Agreement [Executed](141091168.1)#page2.tif source=Yardi - Patent Security Agreement [Executed](141091168.1)#page3.tif source=Yardi - Patent Security Agreement [Executed](141091168.1)#page4.tif source=Yardi - Patent Security Agreement [Executed](141091168.1)#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of April 27, 2023 (this “**Agreement**”), among the GRANTOR listed on the signature pages hereto (the “**Grantor**”), 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 Grantor is 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 the Grantor is 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 Patent 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, the 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 Patent Collateral. This Agreement is not to be construed as an assignment of any Patent Collateral.

“**Patent Collateral**” means, with respect to the Grantor (i) all United States issued Patents and United States Patent applications owned by the Grantor listed on Schedule I attached hereto (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, reexaminations, supplemental examinations, *inter partes* reviews and adjustments of any of the foregoing, (iii) the right to sue or otherwise recover for past, present or future infringements, misappropriations or other violations of any of the foregoing, and (iv) all Proceeds of the foregoing, including licenses,

royalties, fees, income, payments, claims, damages and proceeds of suit; and (iv) 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 the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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.

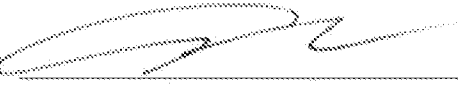
SECTION 6 Counterparts

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

YARDI SYSTEMS, INC.

By: 
Name: Arnold Brier
Title: Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 063463 FRAME: 0025

ACCEPTED AND AGREED:

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

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

SCHEDULE I

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

PATENT TITLE		Application Number	Application Date	Patent Number	Grant Date	Status	Owner
1.	Optimized control system for cooling systems	11959294	2007-12-18	7890215	2011-02-15	Issued	Yardi Systems Inc.
2.	Systems and methods for predictive building energy monitoring	12646764	2009-12-23	8653968	2014-02-18	Issued	Yardi Systems Inc.
3.	Caller information system	10847537	2004-05-17	7505572	2009-03-17	Issued	Yardi Systems Inc.
4.	Method and system for tracking and budgeting energy usage	12892731	2010-09-28	8719185	2014-05-06	Issued	Yardi Systems Inc.
5.	Customer information system	11117124	2005-04-28	7684550	2010-03-23	Issued	Yardi Systems Inc.
6.	Apparatus and method for efficient business name categorization	14923581	2015-10-27	10275841	2019-04-30	Issued	Yardi Systems Inc.
7.	Dictionary enhancement technique for business name categorization	14923720	2015-10-27	10268965	2019-04-23	Issued	Yardi Systems Inc.
8.	Extended business name categorization apparatus and method	14923642	2015-10-27	10274983	2019-04-30	Issued	Yardi Systems Inc.