

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALPAGE, INC.		09/03/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	WELLS FARGO CAPITAL FINANCE, LLC (FORMERLY KNOWN AS WELLS FARGO Foothill, LLC), AS AGENT
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	86019444	REALPAGE
Serial Number:	86019446	REALPAGE
Serial Number:	86024014	REALPAGE OUTPERFOM
Serial Number:	86024011	REALPAGE OUTPERFOM

CORRESPONDENCE DATA	
Fax Number:	3128637806
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-863-7198
Email:	nancy.brougher@goldbergekohn.com
Correspondent Name:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.224
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OP \$115.00 86019444

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	08/23/2013
Total Attachments: 9 source=RealPage Trademark Security Agreement#page1.tif source=RealPage Trademark Security Agreement#page2.tif source=RealPage Trademark Security Agreement#page3.tif source=RealPage Trademark Security Agreement#page4.tif source=RealPage Trademark Security Agreement#page5.tif source=RealPage Trademark Security Agreement#page6.tif source=RealPage Trademark Security Agreement#page7.tif source=RealPage Trademark Security Agreement#page8.tif source=RealPage Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of September, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RealPage, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of September 3, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include: (i) any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or

lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit the Security Interest or Lien notwithstanding the prohibition or restriction on the pledge of such asset and (B) the foregoing exclusions of this clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other member of the Lender Group's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, charter, license agreement, asset, or Stock (including any Accounts or Stock), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, asset, or Stock); or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (subject to the exclusions set forth in Section 2), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in accordance with the Security Agreement to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, providing Letter of Credit Collateralization) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof.

[signature page follows]

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

REALPAGE, INC.

By: 
Name: Timothy J. Barber
Title: VP-UCFO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: _____
Title: _____

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

REALPAGE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:


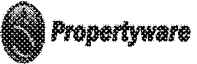
WELLS FARGO FOOTHILL, LLC, as Agent



By: TERRI WESOLAK
Name: TERRI WESOLAK
Title: VICE PRESIDENT


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	Application/ Registration No.	App/Reg Date
RealPage, Inc.	US	CrossFire	Serial No.: 78/334,451 Reg. No. 2,997,070	Filing Date: 12/01/2003 Reg. Date: 09/20/2005
RealPage, Inc.	US	HUDMANAGER	Serial No.: 75/477,016 Registration No.: 2,354,496	Filing Date: 04/30/1998 Registration Date: 06/06/2000 Renewal Date: 06/06/2010
RealPage, Inc.	US	M/PF RESEARCH	Serial No.: 75/810,950 Registration No.: 2,385,518	Filing Date: 09/29/1999 Registration Date: 09/12/2000 Renewal Date: 09/20/2010
RealPage, Inc.	US	M/PF YIELDSTAR	Serial No.: 78/719,694 Registration No.: 3,176,528	Filing Date: 09/23/2005 Registration Date: 11/28/2006
RealPage, Inc.	US	MICROHUD	Serial No.: 73/454,260 Registration No.: 1,305,799	Filing Date: 11/25/1983 Registration Date: 11/20/1984
RealPage, Inc.	US	ONESITE	Serial No.: 75/836,054 Registration No.: 2,498,962	Filing Date: 10/29/1999 Registration Date: 10/16/2001
RealPage, Inc.	US	REALPAGE	Serial No.: 75/741,485 Reg. No.: 2,700,712	Filing Date: 06/25/1999 Reg. Date: 03/25/2003
RealPage, Inc.	India	REALPAGE	User Affidavit – Application No. 1685096	Filing Date: 05/08/2008.
RealPage, Inc.	US	REALPAGE ONESITE	Serial No.: 75/835,916 Registration No.: 2,488,969	Filing Date: 10/29/1999 Registration Date: 09/11/2001
RealPage, Inc.	US	RENTROLL	Serial No.: 75/741,625 Reg. No.: 2,603,326	Filing Date: 06/25/1999 Reg. Date: 08/06/2002
RealPage, Inc.	US	YIELDSTAR	Serial No.: 78/617,113 Registration No.: 3,109,063	Filing Date: 04/26/2005 Registration Date: 06/27/2006
RealPage, Inc.	US	YIELDSTAR and Design	Serial No.: 78/617,940 Registration No.: 3,262,469	Filing Date: 04/27/2005 Registration Date: 07/10/2007

Owner	Country	Mark	Application/ Registration No.	App/Reg Date
		YIELDSTAR		
RealPage, Inc.	US	ERENTERPLAN	Serial No.: 78/526,264 Reg. Number 3,059,737	Registration Date 2/14/06
RealPage, Inc.	US	LEASINGDESK	Serial No.: 77/386,331 Reg. Number 3,495,677	Registration Date 9/2/08
RealPage, Inc.	US	STARFIRE	Serial No.: 77/248,886 Reg. Number 3,599,355	Registration Date 3/31/09
RealPage, Inc.	US	TENANT PRO	Serial No.: 78/416778 Reg. Number 3,027,111	Registration Date 02/13/05
RealPage, Inc.	US	PARADIGM	Serial No.: 76/418582 Reg. Number 3,228,285	Registration Date 04/10/07
RealPage, Inc.	US	RENTRIGHT	Serial No.: 76/345617 Reg. Number 2,659,000	Registration Date 02/97
RealPage, Inc.	TX	PASC Diamond Logo	State of Texas Reg. No. 800295086	Unknown
RealPage, Inc.	TX	TENANT PRO	State of Texas Reg. No. 800295095	Unknown
RealPage, Inc.	US	A.L. Wizard and A.L. Wizard (Logo Design) 	Serial No.: 75950737 Reg. Number 2,672,652	Registration Date 01/07/2003
RealPage, Inc.	US	PROPERTYWARE	Serial No. 78/374849 Reg. Number 30448757	Registration Date: 1/24/06
RealPage, Inc.	US	PROPERTYWARE and Design 	Serial No. 78/289933 Reg. Number 3048805	Registration Date: 1/24/06
RealPage, Inc.	US	Lead2Lease	Serial No. 770666484 Reg. Number 3727563	Registration Date: 02/09/09 Assignment Date: 08/05/2010
RealPage, Inc.	CA	Lead2Lease.com	Reg. Number 060278	Registration Date: 02/16/05 Assignment Date: 08/26/2010

Owner	Country	Mark	Application/ Registration No.	App/Reg Date
RealPage, Inc.	US	REALPAGE EXCHANGE	Serial No. 85/122,272 Reg. Number: 4,264,472	Filing Date: 09/02/2010 Registration Date: 11/20/2012
RealPage, Inc.	US	COMPLIANCE DEPOT	Serial Number 85/364461 Registration No.: 4,124,810	Filing Date: 07/06/2011 Registration Date: 04/10/2012
RealPage, Inc.	US	LEAD2LEASE	Serial No. 85/369,599	Filing Date: 07/12/2011
RealPage, Inc.	US	LEASESTAR	Serial No. 85/383,178 Registration No. 4,127,937	Filing Date: 07/28/2011 Registration Date: 07/10/2012
RealPage, Inc.	US	ONESITE	Serial No.: 85/422,198 Registration No.: 4,099,176	Filing Date: 09/14/2011 Registration Date: 02/14/2012
RealPage, Inc.	US	ERENTERPLAN	Serial No. 85/270,070 Registration No.:4,079,407	Filing Date: 03/17/2011 Registration Date: 01/03/2012
RealPage, Inc.	US	SMART ALERT	Serial No. 85/390,908 Registration No.:4,188,240	Filing Date: 08/05/2011 Registration Date: 08/07/2012
RealPage, Inc.	US	ACTIVE RESIDENT	Serial No. 85/517,355 Registration No.:	Filing Date: 01/16/2012
RealPage, Inc.	US	REALPAGE CLOUD	Serial No. 85/564,461 Registration No.: 4,198,580	Filing Date: 03/08/2012 Registration Date: 08/28/2012
RealPage, Inc.	US	WELCOMEHOME	Serial No. 85/530,667 Registration No.:	Filing Date: 02/01/2012
RealPage, Inc.	US	O and design 	Serial No. 85/766847	Filing Date: 10/30/2012
RealPage, Inc.	US	RENTMINEONLINE.COM and design RentMine Online.com	Serial No. 85/835144	Filing Date: 01/29/2013
RealPage, Inc.	US	RENTMINEONLINE	Serial No. 85/782174	Filing Date: 11/18/2012
RealPage, Inc.	US	RENTMINE	Serial No. 85/766845	Filing Date: 10/30/2012
RealPage, Inc.	US	LEASESTAR SOCIAL and design  LEASESTAR	Serial No. 85/766841	Filing Date: 10/30/2012
RealPage, Inc.	US	PROPERTYWARE A REALPAGE	Serial No. 85/766835	Filing Date: 10/30/2012

Owner	Country	Mark	Application/ Registration No.	App/Reg Date
Inc.		COMPANY and Design 		
RealPage, Inc.	US	REALPAGE	Serial No.: 86/019,444 Reg. No.:	Filing Date: 7/25/2013 Reg. Date:
RealPage, Inc.	US	REALPAGE (Logo design)	Serial No.: 86/019,446 Reg. No.:	Filing Date: 7/25/2013 Reg. Date:
RealPage, Inc.	US	REALPAGE OUTPERFORM (Logo Design - Color)	Serial No. 86/024,014 Registration No.	Filing Date: 7/30/2013
RealPage, Inc.	US	REALPAGE OUTPERFORM (Logo Design - Black and White)	Serial No. 86/024,011 Registration No.	Filing Date: 7/30/2013