

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353001

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Logiciels Smart-Use, Inc. (whose adopted English name is: Smart-Use Softwares Inc.)		10/01/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newforma Canada ULC		
<b>Street Address:</b>	500-215 rue Saint-Jacques		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2Y1M6		
<b>Entity Type:</b>	unlimited liability company: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4661685	SMART-USE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>			
<b>Phone:</b>	617-526-6448		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	2001403121		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Michael J. Bevilacqua		

OP \$40.00 4661685

<b>SIGNATURE:</b>	/michael j. bevilacqua/
<b>DATE SIGNED:</b>	08/27/2015
<b>Total Attachments: 8</b> source=smart-use software to newforma canada#page1.tif source=smart-use software to newforma canada#page2.tif source=smart-use software to newforma canada#page3.tif source=smart-use software to newforma canada#page4.tif source=smart-use software to newforma canada#page5.tif source=smart-use software to newforma canada#page6.tif source=smart-use software to newforma canada#page7.tif source=smart-use software to newforma canada#page8.tif	

## AGREEMENT OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement of Assignment of Intellectual Property (the "**Agreement**") is made as of October 1, 2014, by and among Smart-Use Softwares Inc., a corporation duly incorporated under the laws of the Province of Québec ("**Smart Use Canada**") and Smart-Use Software, Inc., a corporation duly incorporated under the laws of the State of New York ("**Smart Use US**" and collectively with Smart Use Canada, the "**Assignors**"), and Newforma Canada ULC, an unlimited liability company duly incorporated under the laws of British Columbia ("**Assignee**").

### RECITALS:

**WHEREAS**, pursuant to (i) an asset purchase agreement among Smart Use Canada, the Assignee, 7338961 Canada Inc., Fiducie François Tanguay and François Tanguay made as of the date hereof (the "**Canada Asset Purchase Agreement**"), and (ii) an asset purchase agreement among Smart Use US and the Assignee (the "**US Asset Purchase Agreement**", and collectively with the Canada Asset Purchase Agreement, the "**Asset Purchase Agreements**"), the Assignors sold to the Assignee, and the Assignee purchased from the Assignors, the Purchased Assets (as defined in the Canada Asset Purchase Agreement);

**AND WHEREAS**, pursuant to the Asset Purchase Agreements, the Assignors agreed to assign to the Assignee all rights, title and interest of the Assignors in and to the Intellectual Property (as defined in the Canada Asset Purchase Agreement).

**NOW THEREFORE** the parties agree as follows:

### **ARTICLE 1** **DEFINITIONS**

#### **1.1** **Definitions**

The following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) "**Agreement**" means this Assignment and Assumption Agreement; and
- (b) "**Intellectual Property**" has the meaning provided for in the Canada Asset Purchase Agreement and includes, without limitation, the trademarks of the Assignors listed in Schedule A hereto, the domain names of the Assignors listed in Schedule B hereto and, the patent of the Assignor listed in Schedule C hereto.

### **ARTICLE 2** **ASSIGNMENT**

#### **2.1** **Assignment**

With effect as of the date hereof, the Assignors hereby assign, sell, transfer and set over to the Assignee, for good and valuable consideration paid by the Assignee to the Assignors pursuant to the Asset Purchase Agreements, the receipt and sufficiency of which is hereby acknowledged, the Intellectual Property, together with all of the benefits and advantages to be derived therefrom.

#### **2.2** **Conflict**

This Agreement shall in no way limit or derogate from and is without prejudice to the covenants, agreements, representations, warranties, indemnities and obligations of the parties hereto contained in the Asset Purchase Agreements, all of which shall continue in full force and effect for their benefit in accordance

with the terms thereof. In the event of any inconsistency between the provisions of the Asset Purchase Agreements and this Agreement, the provisions of the Asset Purchase Agreements shall prevail.

**ARTICLE 3**  
**MISCELLANEOUS**

**3.1 Amendments and Waivers**

This Agreement may only be amended, modified or supplemented by a written instrument signed by Assignors and the Assignee. No waiver of any provision of this Agreement shall be effective unless made in writing. The waiver by any party of a breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of such party to avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege.

**3.2 Successors and Assigns**

Neither this Agreement nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**3.3 Governing Law; Jurisdiction**

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the Laws of the Province of Québec, without giving effect to principles of conflicts of Law. Each of the parties to this Agreement consents to the non-exclusive jurisdiction and venue of the courts of the Province of Québec.

**3.4 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**3.5 Headings**

The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

**3.6 Notices**

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified mail with postage prepaid, if such notice is addressed as follows, or such other address of which written notice has been given:

If to Assignors: SMART-USE SOFTWARES INC.  
500-215 rue Saint-Jacques  
Montréal (Québec) H2Y1M6  
Canada

Attn: François Tanguay

SMART-USE SOFTWARE, INC.  
500-215 rue Saint-Jacques  
Montréal (Québec) H2Y1M6  
Canada

Attn: François Tanguay

If to Assignee: NEWFORMA CANADA ULC  
c/o Newforma, Inc.  
1750 Elm Street, 10th Floor  
Manchester, New Hampshire 03104  
USA  
Attn: CEO

### 3.7 Severability

If any provision of this Agreement is held to be unenforceable under applicable Law, the parties agree to renegotiate such provision in good faith in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

### 3.8 Entire Agreement

This Agreement, together with the exhibits, schedules and other documents referred to herein, constitutes the entire agreement between the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein and therein.

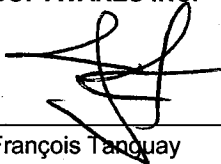
### 3.9 Language

The parties have requested that this Agreement and all related documents be drawn up in English only. *Les parties aux présentes ont exigé que le présent contrat et tous les documents qui s'y rattachent soient rédigés en anglais seulement.*

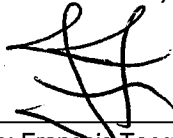
[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date mentioned on the first page.

**SMART-USE SOFTWARES INC.**


By:   
Name: François Tanguay  
Title : President

**SMART-USE SOFTWARE, INC.**

By:   
Name: François Tanguay  
Title : President

**NEWFORMA CANADA ULC**

By:   
Name: Ian Howell  
Title : Director

By:   
Name: ELISE BEAUREGARD  
Witness ATTORNEY

**SCHEDULE A  
TRADEMARKS**

Trademark	Country	Status	App. No.	Filing Date	Wares/Services
SMART-USE	Canada	Registered 2014-08-21	LMC884508	July 7, 2012	Tactile tablet computers; Software for document annotation and document management for design, engineering, architecture and construction industries; Software for computer aided design in the fields of engineering, architecture and construction
SMART-USE	United-States	Pending  (approved for publication)	85711154	August 23, 2012	Tactile tablet computers; design, engineering, architecture, and construction software; document annotation and management software.
SMART-USE	France	Registered 2014-01-10	4033396	September, 17, 2013	Ordinateurs sous forme de tablettes tactiles ; logiciels de design, d'ingénierie, d'architecture et de construction ; logiciels d'annotation de documents et de gestion de documents.

**SCHEDULE B  
DOMAIN NAMES**

**Domain Name: SMARTUSE.COM**  
Creation Date: 2000-01-10 18:40:07  
Expiration Date: 2019-01-10 18:40:06  
Registrant Name: Dominic Sevigny  
Registrant Organization: Smart-Use  
Registrant Street: 215 Saint-Jacques Street  
Registrant Street: 5th Floor  
Registrant City: Montreal  
Registrant State/Province: Quebec  
Registrant Postal Code: H2Y1M6  
Registrant Country: Canada  
Registrant Phone: +1.5143603008  
Registrant Phone Ext:  
Registrant Fax: +1.5143125863  
Registrant Fax Ext:  
Registrant Email: administration@smart-use.com

**Domain Name: SMART-USE.COM**  
Registry Domain ID: 1573149869\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.godaddy.com  
Registrar URL: http://www.godaddy.com  
Update Date: 2013-09-20 08:38:22  
Creation Date: 2009-10-22 09:27:18  
Registrar Registration Expiration Date: 2018-10-22 09:27:18  
Registrar: GoDaddy.com, LLC  
Registrar IANA ID: 146  
Registrar Abuse Contact Email: abuse@godaddy.com  
Registrar Abuse Contact Phone: +1.480-624-2505  
Domain Status: clientTransferProhibited  
Domain Status: clientUpdateProhibited  
Domain Status: clientRenewProhibited  
Domain Status: clientDeleteProhibited  
Registry Registrant ID:  
Registrant Name: Dominic Sevigny  
Registrant Organization: Smart-Use  
Registrant Street: 80, Queen, suite 602  
Registrant City: Montreal  
Registrant State/Province: Quebec,  
Registrant Postal Code: Montreal, Quebec H3C 2N5  
Registrant Country: Canada  
Registrant Phone: -  
Registrant Phone Ext:  
Registrant Fax:  
Registrant Fax Ext:  
Registrant Email: nocontactsfound@secureserver.net  
Admin Phone: +32.85236863  
Admin Phone Ext:  
Admin Fax: +32.85236863  
Admin Fax Ext:  
Admin Email: enom@maehdros.com  
Tech Email: enom@maehdros.com  
Name Server: NS65.DOMAINCONTROL.COM  
Name Server: NS66.DOMAINCONTROL.COM  
http://wdprs.internic.net/  
Last update of WHOIS database: 2014-09-30T17:00:00Z



**SCHEDULE B  
DOMAIN NAMES**

**Domain name:** *smart-use.ca*

**Domain name status:** *registered*

**Creation date:** *2012/07/05*

**Expiry date:** *2015/07/05*

**Updated date:** *2014/04/07*

**DNSSEC:** *Unsigned*

**Registrar name:** *Go Daddy Domains Canada, Inc*

**Registrar number:** *2316042*

**Name servers**

**DNS 1 hostname:** *ns11.domaincontrol.com*

**DNS 2 hostname:** *ns12.domaincontrol.com*

**SCHEDULE C**  
**United States Patent Application**

<b>Title:</b>	Collaboration Touch Screen Worktable
<b>Inventor's name:</b>	Sevigny, Dominic
<b>Assignee's Name:</b>	Logiciels Smart-Use Inc.
<b>Filed :</b>	November 12, 2012
<b>Application Number:</b>	13/674182
<b>Status:</b>	Non Final Action Mailed
<b>Status date:</b>	06-27-2014
<b>Published:</b>	06-20-2013

Mtl#: 2158007

**RECORDED: 08/27/2015****TRADEMARK**  
**REEL: 005610 FRAME: 0787**