

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intergraph Holding Company		10/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hexagon Technology Center GmbH		
Street Address:	Heinrich-Wild-Strasse		
City:	Heerbrugg		
State/Country:	SWITZERLAND		
Postal Code:	9435		
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86594760	ECOSYS	
Serial Number:	86594769	ECOSYS EPC	
CORRESPONDENCE DATA			
Fax Number:	6174430004		
<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:	6174439292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Steven A Abreu		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3715G/2001		
NAME OF SUBMITTER:	Steven A. Abreu		
SIGNATURE:	/Steven Abreu/		
DATE SIGNED:	12/28/2015		
Total Attachments: 8			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Agreement") is dated October 2, 2015 and made between:

- (1) **INTERGRAPH HOLDING COMPANY**, a Delaware corporation (the "Transferor"); and
- (2) **HEXAGON TECHNOLOGY CENTER GMBH**, a limited liability company formed under the laws of Switzerland (the "Transferee").

(The Transferor and the Transferee are jointly referred to as the "Parties".)

WHEREAS, the Transferor has received intellectual property [REDACTED] from its subsidiary EcoSys Management LLC and is now the owner of all the intellectual property listed in Appendix 1, together with any intellectual property rights related thereto, including, but not limited to, the worldwide rights to trademarks, service marks, logos, and other identifiers of source, including registrations and applications for registration thereof, patents and all reissues, reexaminations, extensions, continuations in part, continuing prosecution applications, provisional and divisions of such patents and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all related unregistered intellectual property without limitation, including know-how and other identifiable or non-identifiable intangibles, and any foreign counter parts to the foregoing (the "Intellectual Property" or the "ECOSYS IP"); and

WHEREAS, the Transferor wishes to transfer and assign all [REDACTED] other rights to such Intellectual Property as repayment in kind of payments [REDACTED] in the amount of [REDACTED] made by it in favor of Transferee [REDACTED] and the Transferee desires to accept such transfer of such Intellectual Property.

NOW THEREFORE, the Parties agree as follows:

1. ASSIGNMENT

1.1 Upon execution of this Agreement:

- a) the Transferor transfers, assigns, conveys and delivers to the Transferee and its successors and assigns (i) full legal title [REDACTED] and other rights to the Intellectual Property and any claims of infringement thereof [REDACTED]
[REDACTED]
- b) the Transferee acknowledges and agrees that all payments [REDACTED] have been made in full in kind;
- c) Transferor does hereby constitute and appoint Transferee, its successors and assigns, as the Transferor's true and lawful attorney, with full power of substitution, for it and in its name, place and stead or otherwise, by and on behalf of and for the benefit of Transferee, its successors and assigns, to demand and receive from time to time any and all Intellectual Property assets, and to give receipts and releases for and in respect of the same and any part thereof, and from

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time to time to institute and prosecute in its name or otherwise, but at the direction and expense and for the benefit of Transferee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Transferee, its successors or assigns shall deem advisable, Transferor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Transferor in any manner or for any reason; and

d) the Transferor and the Transferee will execute any and all IP assignment agreements necessary for recordation purposes to implement this Agreement.

2.

ACCEPTANCE

2.1

The Transferor accepts the acknowledgement of payment in full [REDACTED] as consideration for Transferor's transfer and assignment to Transferee of its rights hereunder.

3.

MISCELLANEOUS

3.1

Amendment. No amendment, modification or waiver in respect of this Agreement will be effected unless in writing and executed by each of the Parties.

3.2

Further Assurances. If at any time any party hereto shall reasonably request any further action by any other party to carry out the purposes of this Agreement or to further effectuate the transactions contemplated hereby, such other party, without expense to the requesting party, shall promptly take such action (including the prompt execution and delivery of further instruments and documents).

3.3

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Any signature delivered by e-mail delivery of a ".pdf" format data file shall have the same force and effect as if such ".pdf" signature page were an original thereof.

4.

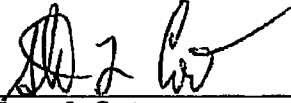
GOVERNING LAW

4.1

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

INTERGRAPH HOLDING COMPANY



Name: Steven L. Cost
Title: Vice President

**HEXAGON TECHNOLOGY CENTER
GMBH**

Name: Knut Siercks
Title: Managing Director

Name: Lukas Koller
Title: Managing Director

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

INTERGRAPH HOLDING COMPANY

Name: Steven L. Cost
Title: Vice President

**HEXAGON TECHNOLOGY CENTER
GMBH**



Name: Claudio Simao
Title: Managing Director

Name: Lukas Koller
Title: Managing Director

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INTERGRAPH HOLDING COMPANY

Name: Steven L. Cost
Title: Vice President

**HEXAGON TECHNOLOGY CENTER
GMBH**

Name: Claudio Simao
Title: Managing Director



Name: Lukas Koller
Title: Managing Director

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Appendix 1

Intellectual Property

Software Product:

EcoSys EPC (Enterprise Planning & Controls)

Trademarks:

Trademark	Country	Class	Application Number	Filing Date
EcoSys	United States	009; 042	86594760	April 12, 2015
EcoSys EPC	United States	009; 042	86594769	April 12, 2015

