

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intergraph Corporation		06/05/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hexagon Solutions, Inc.		
Street Address:	305 Intergraph Way		
City:	Madison		
State/Country:	ALABAMA		
Postal Code:	35758		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4668365	INTERGRAPH SMART	
Registration Number:	3469201	SMARTMARINE	
Registration Number:	2186300	SMARTPLANT	
Registration Number:	4638517	SMARTPLANT CLOUD	
Registration Number:	1925277	SMARTSKETCH	
Registration Number:	2578773	SMARTSKETCH	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<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:	2052263404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pam P Smith		
Address Line 1:	1901 Sixth Ave N, Suite 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pam P Smith		
SIGNATURE:	/ppsmith/		
DATE SIGNED:	07/20/2016		

OP \$165.00 4668365

Total Attachments: 6

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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Agreement") is dated June 5, 2015 and made between:

- (1) INTERGRAPH CORPORATION, a corporation incorporated under the laws of the State of Delaware (the "Transferor"); and
- (2) HEXAGON SOLUTIONS, INC., a corporation incorporated under the laws of the State of Delaware (the "Transferee") (the Transferor and the Transferee are jointly referred to as the "Parties").

WHEREAS, pursuant to the terms of that certain Transfer Agreement dated as of the date hereof, by and between Transferor and Transferee ("Transfer Agreement" or "SmartPlant IP Assignment Agreement"), Transferor does hereby sell, convey, transfer, assign, set over and deliver exclusively to Transferee all of its rights to the intellectual property, trademarks, service marks, logos, including registrations and applications for registration thereof, patents, reissues, reexaminations, extensions, continuations in part, continuing prosecution applications provisional and divisions of such patents and any related know-how and intangibles (collectively, "Intellectual Property Rights") related to the matters described on Appendix 1 (collectively, the "Assigned Rights"); and

WHEREAS, the Transferor wishes to transfer and assign all its right to such Assigned Rights and the Transferee desires to accept such transfer of such Assigned Rights.

NOW THEREFORE, the Parties agree as follows:

1. **ASSIGNMENT.** Upon execution of this Agreement:
 - a) the Transferor transfers, assigns, conveys and delivers to the Transferee, and Transferee accepts from Transferor, all of its entire right, title and interest under the Assigned Rights and any claims of infringement thereof; and
 - b) 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 Assigned Rights, 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.
2. **MISCELLANEOUS**
 - 2.1 Amendment. No amendment, modification or waiver in respect of this Agreement will be effected unless in writing and executed by each of the Parties.
 - 2.3 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).
 - 2.2 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.
3. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Delaware.


[Step 6.1]

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

INTERGRAPH CORPORATION

Name: Steven L. Cost
Title: President

HEXAGON SOLUTIONS, INC.

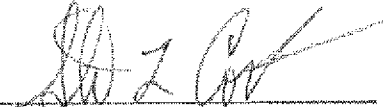


Name: Mark Delaney
Title: President

[Step 6.1]

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

INTERGRAPH CORPORATION



Name: Steven L. Cost
Title: President

HEXAGON SOLUTIONS, INC.

Name: Mark Delaney
Title: President

APPENDIX 1

LIST OF ASSIGNED INTELLECTUAL PROPERTY¹

Redacted

¹ Please note this schedule may be amended by the parties to include any items that were inadvertently not listed on this schedule.

Trademarks:

Registered:

Mark	Country	Registration No.
Intergraph Smart	European Union (CTM)	012124392
	WIPO (Madrid Protocol)	1189365
	Hong Kong	302855962
	U.S.	4,668,365
	South Korea	45-0053210
Intergraph Smart (stylized) with arrow logo	European Union (CTM)	012124327
	WIPO (Madrid Protocol)	1189264
	Hong Kong	302855971
	Taiwan	01664427
	Korea	45-0053500
Smartmarine	U.S.	3469201
Smartplant	Australia	802058
	Canada	TMA547884
	China	1505906
	European Union (CTM)	001210350
	Hong Kong	2001B06479
	Israel	129975
	Japan	4396577
	Mexico	650362
	New Zealand	313615
	Saudi Arabia	576/62
	Singapore	T99082141
	South Africa	1999/15365
	South Korea	0487359
	Taiwan	916218
	Thailand	TM116169
U.S.	2186300	
Smartplant Cloud	European Union (CTM)	011192572
	U.S.	4638517
Smartsketch	U.S.	1925277
	U.S.	2578773
	Canada	TMA564604
	Mexico	614122
	Norway	198508
	Switzerland	P-467761
	European Union (CTM)	1123132
	Israel	125856
	Hong Kong	2000B12128

Mark	Country	Registration No.
	Taiwan	924599
	Australia	786055
	New Zealand	305351
	Brazil	821178466
	Japan	4378859
	Japan	4117544
	Japan	44081
	Kuwait	548/26
	Saudi Arabia	1999/02585
	South Africa	T9901797E
	Singapore	6256648
	China	530363
Intergraph Smarts sketch	South Korea	

Pending:

Mark	Country	Application No.
Intergraph Smart	Brazil	906986559
	Brazil	906986591
	Canada	1647836
	Saudi Arabia	1435001979
	Saudi Arabia	1435001980
	South Africa	2013/28435-36
	Taiwan	45-2013-0006124
	Thailand	910189
	Thailand	910190
	Intergraph Smart (stylized) with arrow logo	Brazil
Brazil		906986680
Canada		1647837
Saudi Arabia		1435001982
Saudi Arabia		1435001981
South Africa		2013/28435-36
Thailand		910187
Thailand		910188
Thailand		86049915
US		909098085
Smartplant	Brazil	2008/025010
Smarts sketch	Indonesia	