

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intergraph Corporation		01/01/2013	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Hexagon Technology Center GmbH		
Street Address:	Heinrich-Wild-Strasse 201		
City:	Heerbrugg		
State/Country:	SWITZERLAND		
Postal Code:	9435		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3519077	EDGEFRONTIER	
Registration Number:	3359678	THREATVIEWER	
Registration Number:	3470167	POWERING SENSOR CONVERGENCE	
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:	09/16/2016		
Total Attachments: 7			
source=IP Assignment INGR to HTC EF marks (redacted)#page1.tif			
source=IP Assignment INGR to HTC EF marks (redacted)#page2.tif			
source=IP Assignment INGR to HTC EF marks (redacted)#page3.tif			
source=IP Assignment INGR to HTC EF marks (redacted)#page4.tif			

OP \$90.00 3519077

source=IP Assignment INGR to HTC EF marks (redacted)#page5.tif
source=IP Assignment INGR to HTC EF marks (redacted)#page6.tif
source=IP Assignment INGR to HTC EF marks (redacted)#page7.tif

Intellectual Property Assignment Agreement

effective 1 January 2013

Hexagon Technology Center GmbH

and

Intergraph Corporation

LEICHTS51328804

 **MANNHEIMER SWARTLING**
WWW.MANNHEIMER-SWARTLING.DE

CS

TRADEMARK
REEL: 005878 FRAME: 0259

This Intellectual Property Assignment Agreement (the "Agreement") shall have effect from 1 January 2013 (the "Effective Date") and is made between:

- (1) **Intergraph Corporation**, a company incorporated under the laws of the state of Alabama, having its principal place of business at P.O. Box 240000, Huntsville, AL 35813, USA, ("Intergraph"); and
- (2) **Hexagon Technology Center GmbH**, a company duly incorporated and existing under the laws of Switzerland with registered offices at Heinrich-Wild-Strasse, 9435 Heerbrugg, Switzerland, ("HTC").

Each of Intergraph and HTC is hereinafter referred to as a "Party" and, jointly, as the "Parties".

1. BACKGROUND

- A. Intergraph is the owner or holder of the Assigned Rights, as defined below.
- B. HTC is the head technology development company within the Hexagon group of companies, to which both Intergraph and HTC belong, responsible *inter alia* for the management of the group's Intellectual Property Rights.
- C. In order to have the Assigned Rights managed and owned by HTC, Intergraph wishes to assign the Assigned Rights to HTC and HTC wishes to acquire the Assigned Rights.
- D. The Parties have also identified suitable areas for cooperating with each other to strengthen the Hexagon brand and developing new and/or improved products. In connection with signing of this Agreement, the Parties will thus enter into a research agreement under which Intergraph will undertake to conduct certain research (the "Research Agreement"), which may involve the Assigned Rights.
- E. In light of the aforesaid, the Parties agreed, as per 1 January 2013, as follows, which agreement is now made in writing through this Agreement.

2. DEFINITIONS

The below stated words and phrases shall have the following meaning in this Agreement.

"Agreement" means this Agreement and the Schedules attached hereto;

"Assigned Rights" means the Intellectual Property Rights owned by Intergraph (or in Intergraph's possession) listed in Schedule 1;

"Consents" shall have the meaning set out in Section 3.5 below;

"Effective Date" shall have the meaning set forth above;

"Intellectual Property Rights" means inventions (whether patentable or not), patent rights, trademarks, copyrights and related rights, database rights, software, design rights, utility models and any and all confidential or proprietary know-how and information, such as formulas, processes, practices, techniques, methods, formulas, knowledge of results from experimentation and testing, including test data, and other knowledge, and all good-will and rights of enforcement relating to any of the aforesaid;

"IP Contracts" shall have the meaning set out in Section 3.5 below; and

"Research Agreement" shall have the meaning set forth above.

3. ASSIGNMENT AND ASSURANCES

- 3.1 Intergraph hereby transfers and assigns to HTC, as of the Effective Date, all its rights, title and interest in the Assigned Rights, as well as all good-will and right to royalties related thereto.
- 3.2 The assignment is complete and includes any and all rights of enforcement with respect to the Assigned Rights, including all rights to sue and recover for past infringement thereof, and any and all causes of action related thereto. For the avoidance of doubt, HTC shall assume full responsibility for pending opposition proceedings (if any) before registration authorities with respect to the Assigned Rights, as well as any other litigation or proceedings related to the Assigned Rights. Upon HTC's request, Intergraph shall however, free of charge, provide HTC with such assistance as HTC may reasonably request in relation to such litigation or proceedings. HTC shall, as the new owner of the Assigned Rights, have the right to, as it sees fit, transfer, license or otherwise dispose of any or all part of the Assigned Rights as well as make modifications, changes and developments of the Assigned Rights.
- 3.3 HTC shall from the Effective Date be fully responsible for all costs and fees related to the Assigned Rights and shall pay all fees charged by the registration authorities as well as local patent agents in connection with the registration of the assignment of the Assigned Rights. Notwithstanding the foregoing, Intergraph agrees that it will execute and deliver, at any time upon HTC's request, free of charge, all such documents, forms and authorizations as may be required by the relevant registration authority, for the registration of the assignment of the Assigned Rights.
- 3.4 Intergraph shall provide HTC with all its books and records and other documents, in paper and digital form, concerning the Assigned Rights which are necessary or reasonably requested by HTC in order to take over the ownership and maintenance of the Assigned Rights, which HTC may use fully and freely (including making copies, changes and transfers to third parties).
- 3.5 For the avoidance of doubt, Intergraph shall not by way of this Agreement be considered to have assigned any rights in the Assigned Rights which Intergraph cannot legally or contractually assign to HTC. Further, insofar as the Assigned Rights comprise the benefit of claims and the benefit (subject to the burden) of contracts (the "IP Contracts") which cannot effectively be assigned or transferred by Intergraph to HTC without obtaining an approval, a waiver or the like from a third party ("Consents"):
- i. Intergraph shall take all reasonable steps to procure that the IP Contracts are renewed or the necessary Consents obtained and HTC shall co-operate with Intergraph for such purpose;
 - ii. unless or until each of such IP Contracts shall have been so renewed or assigned or any necessary Consent obtained, Intergraph shall receive and hold the benefit of the relevant IP Contract or claim as agent for HTC and shall accordingly pay to HTC promptly upon receipt any sums received by it under any such IP Contract or pursuant to any such claim; and

LEGISLATION

BB

- iii. HTC shall (at HTC's cost) assist Intergraph to perform all the obligations of Intergraph under any such IP Contracts and indemnify Intergraph against all liability (and all costs reasonably incurred by Intergraph) arising in connection with any such IP Contracts.

4. CONSIDERATION

5. LICENSE

- 5.1 Subject to the terms of this Agreement, HTC hereby grants to Intergraph, automatically and immediately after the assignment of the Assigned Rights as set out above, a royalty free license to use the Assigned Rights to the extent necessary for Intergraph to fulfil its obligations under the Research Agreement.
- 5.2 HTC may issue instructions for the use of the license rights set out above, which Intergraph is bound to comply with.

6. EXCLUSIVE REMEDIES; NO WARRANTY

- 6.1 Intergraph warrants that it is the sole legal owner of the Assigned Rights, that it has the full legal right to assign the Assigned Rights to HTC and that the Assigned Rights are not pledged or licensed to any third party. The assignment of the Assigned Rights under this Agreement is otherwise made on an "as is" basis, and no warranties, whether express or implied, are given in relation to the assignment of the Assigned Rights.
- 6.2 The Parties acknowledge and agree that the remedies provided for in this Agreement shall be HTC's sole and exclusive remedies with respect to the subject matter of this Agreement. HTC hereby waives any and all other rights, claims and causes of action with respect to the subject matter of this Agreement, whether based on contract or law, statute or legal principle that it may have against Intergraph due to any defects or deficiencies in the Assigned Rights.

7. MISCELLANEOUS

7.1 Assignments

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

LEGAL0051309604

7.2 Amendments

This Agreement contains, together with the Research Agreement, the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties hereto.

7.3 Contact persons

The Parties have identified contact persons to be responsible for questions and contacts regarding the assignment of the Assigned Rights, as set out below:

If to HTC: Hexagon Technology Center GmbH
 Attn: Bo Pettersson
 Heinrich-Wild-Strasse
 9435 Heerbrugg
 Switzerland
 E-mail: Bo.Pettersson@hexagon.com

If to Intergraph: Intergraph Corporation
 Attn: Steven Cost
 P.O. Box 240000
 Huntsville
 AL 35813
 USA
 E-mail: Steven.Cost@intergraph.com

7.4 Partial Invalidity and Waiver

If any provision of this Agreement is held illegal, invalid or unenforceable by any court or arbitral tribunal of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held illegal, invalid or unenforceable only in part or to a certain degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties shall amend this Agreement by replacing such illegal, invalid or unenforceable provisions with legal, valid and enforceable provisions which would produce as nearly as possible the result intended by the Parties. The Parties shall make all their best efforts to ensure the implementation of all the provisions hereof.

The waiver by either Party of any right hereunder or the failure to perform, or of a breach by the other Party, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party whether of a similar nature or otherwise.

7.5 Confidentiality

The Parties agree, without limitation in time, to keep the terms and conditions of this Agreement as well as information of a confidential character disclosed hereunder as strictly confidential.

LEGAL INSTR 138164

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland.

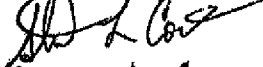
8.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a majority of three arbitrators appointed in accordance with said rules. Arbitration shall take place in Zurich, Switzerland. The arbitration language shall be English.

IN WITNESS WHEREOF, this Agreement has been signed in two (2) originals, of which the Parties have received one each.

HEXAGON TECHNOLOGY CENTER GMBH

INTERGRAPH CORPORATION


Bo Pettersson
[Clarification of signature:]


Steven L. Cost
[Clarification of signature:]

LEGAL05172864

BT

Trademarks

Type/name of right	Country / region	Serial No	Reg. no
EDGEFRONTIER	US	77254654	3519077
EDGEFRONTIER MANAGER	US	77254934	3629346
BRIDGE THE GAP BETWEEN EDGE DATA AND THE NETWORK	US		3717508
GRIDMONITOR	US		3486669
INTELLIGENT NETWORKS FROM EDGE TO CORE	US		3519078
BRIDGE THE GAP BETWEEN SENSOR DATA AND THE NETWORK	US		3367952
PLUG INTO THE NETWORK	US		3367944
POWERING SENSOR CONVERGENCE	US		3470167
THREATVIEWER	US		3359678
SENSORBRIDGE	US		3348276
SENSORPORT	US		3301944
ECOLYTICS	US		3303454
AUGUSTA SYSTEMS	US		3164604

Handwritten mark