:H \$115.00 38

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM423443

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
Hexagon AB		06/05/2015	Aktiebolag: SWEDEN

RECEIVING PARTY DATA

Name:	Hexagon Technology Center GmbH
Street Address:	HEINRICH-WILD-STRASSE
City:	HEERBRUGG
State/Country:	SWITZERLAND
Postal Code:	9435
Entity Type:	Gesellschaft Mit Beschränkter Haftung (Gmbh): SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3843727	ROBOTASSIST
Registration Number:	3731232	MOLUCAD
Registration Number:	3751588	SPATIALANALYZER
Registration Number:	3751584	NEW RIVER KINEMATICS

CORRESPONDENCE DATA

Fax Number: 6174430004

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.

Phone: 6174439292

Email: trademarks@sunsteinlaw.com

Correspondent Name: Steven A Abreu
Address Line 1: 125 Summer Street

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Steven A Abreu
SIGNATURE:	/Steven Abreu/
DATE SIGNED:	04/12/2017

Total Attachments: 4

source=NRK Trademarks_IP Ass. Agmt_Hexagon AB to HTC#page1.tif

TRADEMARK REEL: 006033 FRAME: 0064 source=NRK Trademarks_IP Ass. Agmt_Hexagon AB to HTC#page2.tif source=NRK Trademarks_IP Ass. Agmt_Hexagon AB to HTC#page3.tif source=NRK Trademarks_IP Ass. Agmt_Hexagon AB to HTC#page4.tif

TRADEMARK REEL: 006033 FRAME: 0065

[Step 3.1 / 5.1]

IP ASSIGNMENT AGREEMENT

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

- (1) **HEXAGON AB**, a corporation (aktiebolag) incorporated under the laws of Sweden (the "Transferor"); and
- (2) **HEXAGON TECHNOLOGY CENTER GMBH**, a company formed under the laws of Switzerland (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 "B&S and NRK 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 I (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:
 - 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 <u>Amendment.</u> 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 <u>Further Assurances</u>. 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 <u>Counterparts.</u> 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.

TRADEMARK REEL: 006033 FRAME: 0066 3. GOVERNING LAW. This Agreement shall be governed and construed by the laws of Sweden.

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

HEXAGON AB

Name: Ola Rollén

Name: Robert Belkic

HEXAGON TECHNOLOGY CENTER GMBH

Name: Knut Siercks Title: Managing Director

TRADEMARK REEL: 006033 FRAME: 0067

3.	GOVERNING LAW.	. This Agreement shall be governed and constr	ued by the laws of Sweden.
first a	IN WITNESS WHER bove written.	REOF, the Parties have duly executed this Agre	eement as of the day and year
HEX	AGON AB		
Namo	e: Ola Rollén	Name: Rober	rt Belkic
HEX	AGON TECHNOLOGY	CENTER GMBH	

Name: Knut Siercks
Title: Managing Director

Appendix 1

TRADEMARKS FORMERLY OWNED BY NEW RIVER KINEMATICS, INC.

Country	Trademark	Registration Number	Registration Date	Status	Owner	Notes
$^{\mathrm{US}}$	ROBOTASSIST	3843727		Registered	New River Kinematics, Inc.	
US	MOLUCAD	3731232	12/29/2009	Registered	New River Kinematics, Inc.	
US	SPATIALANALYZER	3751588	2/23/2010	Registered	New River Kinematics, Inc.	
$_{ m SU}$	NEW RIVER KINEMATICS	3751584	2/23/2010	Registered	New River Kinematics, Inc.	

TRADEMARK REEL: 006033 FRAME: 0069

RECORDED: 04/12/2017