

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524030

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900493934		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WorleyParsons Group, Inc.		04/09/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Requis LLC		
<b>Street Address:</b>	434 Fayetteville Street		
<b>Internal Address:</b>	Suite 1855		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87427803	REQUIS	
<b>Registration Number:</b>	5639853	REQUIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7139867100		
<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>	7139867000		
<b>Email:</b>	cwilhelm@grayreed.com		
<b>Correspondent Name:</b>	Carol M. Wilhelm/Gray Reed & McGraw LLP		
<b>Address Line 1:</b>	1300 Post Oak Blvd.		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Houston, TEXAS 77024		
<b>ATTORNEY DOCKET NUMBER:</b>	20656.1		
<b>NAME OF SUBMITTER:</b>	Carol M. Wilhelm		
<b>SIGNATURE:</b>	/Carol M. Wilhelm/		
<b>DATE SIGNED:</b>	05/17/2019		
<b>Total Attachments: 6</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** is entered into as of 1 August 2018 ("Agreement").

### **BETWEEN:**

- (1) WorleyParsons Group, Inc. incorporated under the laws of Delaware whose registered office is 575 North Dairy Ashford Road, Houston TX 77079 ("**Assignor**"); and
- (2) Requis LLC, a Delaware limited liability company whose registered office is at Suite 1855, 434 Fayetteville Street, Raleigh NC 27601 ("**Assignee**").

### **BACKGROUND:**

- (A) The Assignor owns and controls 50% of the rights in the Assignee.
- (B) The Assignor is the owner of the Assigned Property.
- (C) As part of its capital contribution in the Assignee and in consideration of the equity allocated to the Assignor in the Assignee, the Assignor wishes to assign all of its rights, title and interest in and to the Assigned Property to the Assignee.

### **IT IS AGREED:**

#### **1. Definitions**

- 1.1 **Assigned Property** means the property listed in Schedule 1 and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.
- 1.2 **Intellectual Property** means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audio-visual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("**Works of Authorship**"); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").
- 1.3 **Intellectual Property Rights** means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases; rights in, arising out of, or associated with Inventions; rights in, arising out of, or associated with

Trademarks; rights in, arising out of, or associated with Confidential Information; rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and rights in, arising out of, or associated with domain names ("**Domain Name Rights**").

## **2. Assignment**

Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property, together with the goodwill of the business related thereto. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. If permitted by law, Assignor hereby waives and agrees not to enforce all Moral Rights that Assignor may have in the Assigned Property.

## **3. Representations and Warranties**

Assignor represents and warrants to Assignee that: (i) Assignor exclusively owns all right, title, and interest in and to the Assigned Property; (ii) Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (iii) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (iv) to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and (v) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

## **4. Indemnification**

Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

## **5. Further Assurances**

- 5.1 Assignor will take all action and execute all documents as Assignee may reasonably request to affect the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:
- a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or

- vested, to renew and restore the same;
- b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and
  - c) to assist Assignee with the defence and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

## **6. Entire Agreement and Variation**

- 6.1 This Agreement and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Agreement.
- 6.2 Each of the parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a party to this Agreement or not) other than as expressly incorporated in this Agreement.
- 6.3 Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Agreement or not) and upon which it has relied in entering into this Agreement.
- 6.4 Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this Agreement and the documents referred to or incorporated in this Agreement shall be for breach of contract.
- 6.5 Nothing contained in this Agreement or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.
- 6.6 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

## **7. Severability**

The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

## **8. Governing law and Jurisdiction**

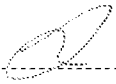
- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of Texas.
- 8.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Texas over any claim or matter arising under or in connection with this Agreement.

**9. Counterparts**

This Agreement may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Agreement.

Executed as an agreement for and on behalf )  
of **WorleyParsons Group, Inc.** by its )  
authorized representative: )

) Signature

  
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Name (block capitals) **Larry Kalban**

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**Secretary**

Executed as an agreement, by **Requis LLC** by )  
its authorized representative: )

) Signature

  
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Name (block capitals) **Richard Martin**

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**President**

Schedule 1 – Property

Details of Patents: N/A

Country or territory	Application or publication number	Date of filing or registration	Title / Description

Details of Registered Trade Marks:

Country or Territory	Mark	Application or registration number	Date of filing or registration	Classes	Specification of goods or services
USA	Requis	5639853 (registration number)	25 December 2018	IC 35	Business data analysis services in the field of supply chain analytics and logistics analytics; supply chain management services; provision of an on-line marketplace for buyers and sellers of industrial engineered goods
USA	Requis	87427803 (serial number)	27 April 2017	IC 42	Development of voluntary standards for specification class libraries in the nature of the minimal information and data requirements for coded templates for electronic files pertaining to the performance and technical characteristics of engineered goods; development of voluntary standards for data sheets of engineered goods in the nature of the minimal information requirements on a document summarising the performance and technical characteristics of engineered goods; development of voluntary standards for bulk materials

Details of Unregistered Trade Names: N/A

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used

Details of Registered Designs: N/A

Country or territory	Application or registration number	Date of filing or registration	Title / Description

Details of Domain Names: N/A

Details of other materials: N/A

All Intellectual Property Rights in all materials connected to the development of the Requis platform including the technical specification dated [] and the software referred to as [ ].