

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688143

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/01/2021
<b>RESUBMIT DOCUMENT ID:</b>	900623752
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intergraph Corporation		10/06/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Hexagon Technology Center GmbH
<b>Street Address:</b>	Heinrich-Wild-Strasse 201
<b>City:</b>	Heerbrugg
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	CH-9435
<b>Entity Type:</b>	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
<b>Registration Number:</b>	4422480	INBOUND
<b>Registration Number:</b>	4505370	PLANTSTATE SUITE
<b>Registration Number:</b>	4635364	INTEGRITY
<b>Registration Number:</b>	5024923	PAS
<b>Registration Number:</b>	5038629	PAS
<b>Registration Number:</b>	5038780	PROJECT INTEGRITY
<b>Registration Number:</b>	5064702	OPSINDEX
<b>Registration Number:</b>	5064703	OPSCLARITY
<b>Registration Number:</b>	5114198	DOC4000
<b>Registration Number:</b>	5193698	CYBER INTEGRITY
<b>Registration Number:</b>	5755397	DOC3000
<b>Serial Number:</b>	90044143	PAS ENSURING OT INTEGRITY
<b>Serial Number:</b>	90043925	IPL ASSURANCE
<b>Serial Number:</b>	88916350	DECISION INTEGRITY
<b>Serial Number:</b>	90237237	PAS GLOBAL
<b>Serial Number:</b>	90200241	CYBER INTEGRITY

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 256-730-2000  
**Email:** trademarks@intergraph.com  
**Correspondent Name:** Victor Pate  
**Address Line 1:** 305 Intergraph Way  
**Address Line 4:** Madison, ALABAMA 35758

<b>ATTORNEY DOCKET NUMBER:</b>	PROJECT PANTHER - PT. 2
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<b>NAME OF SUBMITTER:</b>	Victor Pate
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<b>SIGNATURE:</b>	/Victor Pate/
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<b>DATE SIGNED:</b>	11/15/2021
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**Total Attachments: 5**

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## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "**Agreement**") shall have effect from January 1, 2021 and made between:

- (1) **INTERGRAPH CORPORATION**, 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 as a distribution from its subsidiary PAS Global, 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 "**PAS IP**"); and

**WHEREAS**, the Transferor wishes to transfer and assign all its economic and other rights to such Intellectual Property, including the goodwill of the business symbolized by the Intellectual Property, to Transferee for good and valuable consideration and the Transferee desires to accept such transfer of such Intellectual Property.

**NOW THEREFORE**, the Parties agree as follows:

### **I. 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 and all its economic and other rights to the Intellectual Property, including the goodwill of the business symbolized by the Intellectual Property, and any claims of infringement thereof and (ii) to the extent permitted by applicable law and agreement, rights to certain third party owned content, in all cases only to the extent related to the Intellectual Property and transferable; 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 Intellectual Property assets, and to give receipts and releases for and in respect of the same and any part thereof, and from 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.

**2. ACCEPTANCE**

The Transferor accepts the 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.

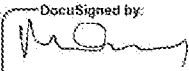
**4. GOVERNING LAW**

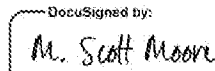
Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware.

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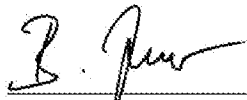
**IN WITNESS WHEREOF**, the Parties have signed this Agreement on October 6, 2021 effective from January 1, 2021.

**INTERGRAPH CORPORATION**

DocuSigned by:  
  
202026884293146E  
Name: Mattias Stenberg  
Title: EVP, President of PPM

DocuSigned by:  
  
5033618259414FA  
Name: Scott Moore  
Title: COO, PPM

**HEXAGON TECHNOLOGY CENTER GMBH**

  
Name: Dr. Benedikt Zebhauser  
Title: IP Manager

  
Name: Pascal Jordil  
Title: Executive Director

## Appendix 1

### Intellectual Property

#### TRADEMARK REGISTRATIONS IN THE US

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	Filing Date:	Registration Date:
DOC3000	88070919	5755397	08-08-2018	21-05-2019
DOC4000	87042361	5114198	18-05-2016	03-01-2017
PAS	86494104	5024923	02-01-2015	23-08-2016
Project Integrity	86468414	5038780	02-12-2014	13-09-2016
Cyber Integrity	86468412	5193698	02-12-2014	02-05-2017
OpsClarity	86329550	5064703	07-07-2014	18-10-2016
OpsIndex	86329522	5064702	07-07-2014	18-10-2016
Integrity	86047331	4635364	25-08-2013	11-11-2014
inbound	85502248	4422480	22-12-2011	22-10-2013
PlantState Suite	86047308	4505370	25-08-2013	01-04-2014
PAS	85711643	5038629	23-08-2012	13-09-2016
PAS Global	90237237		06-10-2020	
PAS Ensuring OT Integrity	90044143		09-07-2020	
Decision Integrity	88916350		14-05-2020	
PlantState Integrity	Application Pending			
From the Sensor to the Cloud	Application Pending			
IPL Assurance	90043925		09-07-2020	
Cyber Integrity	90200241		22-09-2020	

#### LICENSED TRADEMARKS FROM THIRD PARTY

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	Filing Date:	Registration Date:
POWERGraphix	86271211	4758621	05-05-2014	23-06-2015

POWERGraphix licensed to PAS under agreement with Southern Company.

#### PATENT RIGHTS

Title	Non-provisional Application No.	Publication Number	Filing Date
Method and system for automation, safety and reliable operation performance assessment	14/716,842	US2015/0330872 A1	19-05-2015

#### DOMAIN NAMES

www.pas.com  
 www.cyber.pas.com  
 www.pascyber.com

**SOFTWARE PRODUCTS**

Cyber Integrity  
PlantState Integrity (PSI)  
Automation Integrity  
Project Integrity  
Decision Integrity  
DOC 3000/ AMO Suite  
DOC 4000  
Alarm Management Methodology  
IPL Assurance  
High Performance HMI  
InBound  
Control Wizard  
Tune Wizard  
Remote Operations Enablement  
Remote Delivery Service