

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748557

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900693221		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFOR IP HOLDINGS, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	INFOR INVESTMENTS, LLC		
Street Address:	305 Intergraph Way		
City:	Madison		
State/Country:	ALABAMA		
Postal Code:	35758		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1656143	MP2	
Registration Number:	2494557	MP2 ENTERPRISE	
Registration Number:	2461965	MP2 PROFESSIONAL	
Registration Number:	2487795	MP2 WEBLINK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	256-730-2000		
Email:	trademarks@intergraph.com		
Correspondent Name:	Victor Pate		
Address Line 1:	305 Intergraph Way		
Address Line 4:	Madison, ALABAMA 35758		
ATTORNEY DOCKET NUMBER:	INFOR-INGR - STEP 1		
NAME OF SUBMITTER:	Victor Pate		
SIGNATURE:	/Victor Pate/		
DATE SIGNED:	08/15/2022		

Total Attachments: 6

source=Step 1 - Assign INFOR (US), LLC et. al. to INFOR INVESTMENTS, LLC_Redacted for USPTO-trademarks#page1.tif

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 30, 2021 at 11:59 p.m. Eastern Standard Time ("Effective Date"), is by and among [REDACTED] Infor IP Holdings, LLC, a Delaware limited liability company ("Infor IP Holdco"), the "Assignors", and each, an "Assignor") and Infor Investments, LLC, a Delaware limited liability company (the "Assignee").

A. Pursuant to the Equity and Asset Purchase Agreement, dated as of July 5, 2021 (as amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement"), by and between Infor US and Hexagon AB, a Swedish limited public company ("Purchaser"), Infor US has agreed to cause the Assignors to transfer their respective Transferred Assets and Assumed Liabilities to the Purchased Companies on the terms and subject to the conditions contained in the Purchase Agreement.

B. As required by the Purchase Agreement, the Assignors hereby desire to assign, transfer, convey and deliver all (i) trademark or service mark registrations and applications set forth on Exhibit A hereto, and (ii) rights to unregistered trademarks or service marks used exclusively in the Business, together with any and all goodwill connected with and symbolized thereby (collectively, the foregoing (i) and (ii), the "Assigned Trademarks") to the Assignee.

C. As required by the Purchase Agreement, the Assignors hereby desire to assign, transfer, convey and deliver all (i) copyright registrations and applications set forth on Exhibit B hereto, and (ii) rights to unregistered copyrights used exclusively in the Business (collectively, the foregoing (i) and (ii), the "Assigned Copyrights."

D. As required by the Purchase Agreement, Infor US hereby desires to assign, transfer, convey and deliver all (i) all domain names set forth on Exhibit C hereto, and (ii) rights to the domain names used exclusively with the Business and domains bearing the Assigned Trademarks or confusingly similar variations of the Assigned Trademarks in the URL addresses of the Domain names (collectively, the foregoing (i) and (ii), the "Assigned Domain Names."

E. As required by the Purchase Agreement, Infor US hereby desires to assign, transfer, convey and deliver all rights to the invention disclosed in the provisional U.S. patent application described on Exhibit D hereto, particularly including the right to claim priority, (the "Assigned Patent Application" and, together with the Assigned Copyrights, the Assigned Trademarks and the Assigned Domain Names, the "Assigned IP") to the Assignee.

F. The Assignee desires to accept the Assigned IP from the Assignors.

Accordingly, the parties hereto agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to such terms in the Purchase Agreement.
2. Each Assignor hereby assigns, transfers, conveys and delivers to the Assignee its entire worldwide right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
3. Any finding of invalidity of one assignment as effected hereby will not affect the assignment of other Assigned IP.
4. THE ASSIGNED IP ARE SOLD, ASSIGNED AND TRANSFERRED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.
5. The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the Laws of the State of Delaware applicable to Contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of Law provisions thereof.
6. The applicable Assignors hereby authorize and request the Registrar of Copyrights of the United States, and any other official throughout the world whose duty is to register and record ownership in copyright registrations and applications for registration of copyrights, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Copyrights.
7. The applicable Assignors hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record the Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademarks and the Assigned Patent Application.
8. The applicable Assignors hereby authorizes and requests the Domain Name Registrars in any applicable foreign jurisdiction, to transfer and record the Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Domain Names.
9. This Agreement may not be amended except in writing signed by each party hereto.

10. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.
11. This Assignment may be executed in multiple original, electronic (including by DocuSign) or facsimile counterparts, each of which will be deemed an original, and all of which taken together will be considered one and the same agreement. In the event that any signature to this Assignment is delivered by e-mail delivery of a “.pdf” format data file or other electronic transmission (including by DocuSign), such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page or other electronic file were an original thereof. No party hereto will raise the use of e-mail delivery of a “.pdf” format data file or other electronic transmission to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of e-mail delivery of a “.pdf” format data file or other electronic transmission as a defense to the formation or enforceability of a Contract and each party hereto forever waives any such defense.

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IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNORS:

[Redacted signature block]

[Redacted signature block]

Infor IP Holdings, LLC

DocuSigned by:
Kevin Samuelson
By: _____
0ADCA9FDEC5E400...
Name: Kevin Samuelson
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

ASSIGNEE:

Infor Investments, LLC

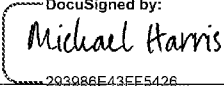
By: 
Name: Michael Harris
Title: President

EXHIBIT A
ASSIGNED TRADEMARKS

Trademark	Country	Classes	Current Status	Current Status Date	Filing Date	Filing Number	Registration Date	Registration Number
DATASTREAM	Venezuela	09	Renewal	07 Apr 2000	20 Mar 1998	4846-98	07 Apr 2000	P-219419
DATASTREAM	Venezuela	16	Renewal	07 Apr 2000	20 Mar 1998	4847-98	07 Apr 2000	P-219420
DATASTREAM	Venezuela	41	Renewal	07 Apr 2000	20 Mar 1998	4848-98	07 Apr 2000	S-12348
DATASTREAM	Venezuela	42	Renewal	07 Apr 2000	20 Mar 1998	4849-98	07 Apr 2000	S-12349
DATASTREAM	USA	9, 41, 42	Dead	12 Feb 2016	18 Sept 1990		6 July 1993	1780066
DATASTREAM VERBALE	Italy	9, 42	Active		11 Mar 2008			838258
MP2	Australia	09	Renewal	01 Apr 2017	01 Apr 1997	731098	01 Apr 1997	731098
MP2	Benelux	09, 16	Renewal	15 Feb 2016	15 Feb 1996	80765	15 Feb 1996	594129
MP2	Canada	09	Renewal	29 Sep 2014	09 Mar 1995	777539	29 Sep 1999	517299
MP2	France	09, 16	Renewal	11 Jul 2015	11 Jul 1995	95579997	11 Jul 1995	95579997
MP2	Germany	09, 16	Renewal	31 Jul 2015	21 Jul 1995	39529995	01 Jul 1996	39529995
MP2	Mexico	09	Renewal	26 Sep 1995	26 Sep 1995	243902	26 Sep 1995	700289
MP2	USA	09	Renewal	10 Sep 2011	15 Oct 1990	74/105827	10 Sep 1991	1656143
MP2 ENTERPRISE	USA	09	Renewal	02 Oct 2001	19 Mar 1997	75/260137	02 Oct 2001	2494557
MP2 PROFESSIONAL	USA	09	Renewal	19 Jun 2011	19 Mar 1997	75/260111	19 Jun 2001	2461965
MP2 WEBLINK	USA	09	Renewal	12 Sep 2011	20 Feb 1997	75/244612	11 Sep 2001	2487795
WORLD LEADER IN MAINTENANCE SOLUTIONS	Venezuela	09	Renewal	20 Apr 1999	20 Mar 1998	4850-98	20 Apr 1999	211331
WORLD LEADER IN MAINTENANCE SOLUTIONS	Venezuela	16	Renewal	07 Apr 2000	20 Mar 1998	4851-98	07 Apr 2000	P-219421
WORLD LEADER IN MAINTENANCE SOLUTIONS	Venezuela	42	Filing	20 Mar 1998	20 Mar 1998	4853-98		