

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748561

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900694054

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlas RFID Solutions, LLC		09/28/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Intergraph Corporation
<b>Street Address:</b>	305 Intergraph Way
<b>City:</b>	Madison
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35758
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4743463	JOVIX
<b>Registration Number:</b>	4780668	JOVIX
<b>Registration Number:</b>	5831300	MATERIAL READINESS

## 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>NAME OF SUBMITTER:</b>	Victor Pate
<b>SIGNATURE:</b>	/Victor Pate/
<b>DATE SIGNED:</b>	08/15/2022

## Total Attachments: 7

source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page1.tif  
source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page2.tif

source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page3.tif  
source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page4.tif  
source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page5.tif  
source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page6.tif  
source=Atlas - Assignment of IP + IP Schedule from APA - EXECUTED\_Redacted for USPTO#page7.tif

## **ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this “**Agreement**”) is entered into on and as of September 28, 2021 (the “**Effective Date**”) by and between Intergraph Corporation, a Delaware corporation (“**Intergraph**”), and Atlas RFID Solutions, LLC, a Delaware limited liability company (“**Atlas**”). Intergraph and Atlas are each a “**Party**” and collectively the “**Parties**”.

### **RECITALS**

**WHEREAS**, Intergraph and Atlas are parties to that certain Asset Purchase Agreement dated as of September 28, 2021 (the “**APA**”) pursuant to which Intergraph has agreed to acquire the Business<sup>1</sup> from Atlas and Atlas has agreed to retain the Excluded Business.

**WHEREAS**, Intergraph desires to purchase from Atlas, and Atlas desires to sell to Intergraph, certain assets used in the Business, which assets are owned by Atlas, all as set forth in more detail in, and pursuant to the terms and conditions of, the APA.

**NOW, THEREFORE**, for and in consideration of the foregoing, the mutual promises of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

### **ARTICLE 1 ASSIGNMENT**

**Section 1.1 Purchased Assets.** Atlas hereby irrevocably grants, transfers, conveys, assigns, delivers to, and vests in Intergraph and its successors and assigns all of Atlas’ right, title, and interest throughout the world in, to, and under the Company Intellectual Property and all business goodwill associated therewith, along with any right to sue and recover for damages and profits thereunder.

**Section 1.2 Further Acts and Assurances.** Each of the Parties will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, agreements, assignments, transfers, instruments, notices, conveyances, and assurances as may be reasonably required to give effect to this Agreement. Atlas hereby authorizes the requisite authorities to record and register this Agreement upon request by Intergraph.

### **ARTICLE 2 MISCELLANEOUS**

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the APA.

**Section 2.1 Preparation of Agreement.** Intergraph, Atlas, and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

**Section 2.2 Rules of Construction.** All references in this Agreement to Articles, Sections, subsections and other subdivisions refer to the corresponding Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited. The words “this Article,” “this Section” and “this subsection,” and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limiting the foregoing in any respect.” All references to “\$” or “dollars” shall be deemed references to United States dollars. Each accounting term not defined herein will have the meaning given to it under GAAP as interpreted as of the Effective Date. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

**Section 2.3 Notices.** Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours to the receiving party at the address set forth below, or at such other address as may be supplied in writing pursuant to this Section 2.3. All notices to a Party will be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to each other Party hereunder:

If to Intergraph:

Atlas RFID Solutions, LLC  
1728 3rd Ave. N.  
Suite 500  
Birmingham, Alabama 35203  
Email: rfuqua@atlasrfid.com  
Attn: Robert Fuqua

If to Atlas:

Intergraph Corp.  
305 Intergraph Way  
Madison, AL 35758,

Email: Legal@Hexagon.com  
Attention: General Counsel

**Section 2.4 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**Section 2.5 Terms of the APA.** This Agreement is made, executed, and delivered pursuant to the APA, and is subject to all of the terms, provisions, and conditions thereof. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities set forth therein, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

**Section 2.6 Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party by operation of law or otherwise without the prior written consent of the other Party (which shall not be unreasonably withheld, delayed, or conditioned), and any purported assignment by a Party without the prior written consent of the other Party shall be void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

**Section 2.7 Amendment.** This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, each of the Parties hereto, or (b) by a waiver in accordance with Section 2.8.

**Section 2.8 Waiver; Rights Cumulative.** Any Party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by any other Party pursuant hereto or (c) waive compliance with any of the agreements of any other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**Section 2.9 No Third Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, other than Intergraph and Atlas, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 2.10 Choice of Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama without regard to the principles thereof or of any other jurisdiction relating to conflict of laws.

**Section 2.11 Forum Selection.** All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any federal or state court sitting in Birmingham, Alabama. Consistent with the preceding sentence, the Parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in Birmingham, Alabama for the purpose of any Action arising out of or relating to this Agreement brought by any Party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.

**Section 2.12 Waiver of Jury Trial.** Each of the Parties hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each of the Parties hereto hereby (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated by this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 2.12.

**Section 2.13 Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile transmission or other electronic transmission (including scanned documents delivered by email) shall be deemed an original signature hereto, and execution and delivery by such means shall be binding upon all Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**INTERGRAPH:**

Intergraph Corporation

By: M. Scott Moore  
Name: Scott Moore  
Its: Chief Operating Officer

**ATLAS:**

Atlas RFID Solutions, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**INTERGRAPH:**

Intergraph Corporation

By: \_\_\_\_\_

Name: Scott Moore

Its: Chief Operating Officer

**ATLAS:**

Atlas RFID Solutions LLC

By:  \_\_\_\_\_

Name: Robert Fiquia

Its: President, CEO



Schedule 3.13(a)

Intellectual Property

Trademarks

<u>Description</u>	<u>Serial Number / Registration Number</u>	<u>Application Date / Registration Date</u>
Material readiness	87956936 / 5831300	August 13, 2019
Jovix (Word Mark)	86418028 / 4780668	July 28, 2015
Jovix (Logo and Design)	86418137 / 4743463	May 26, 2015

