

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/30/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERO SOFTWARE INC.		06/17/2021	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Hexagon Manufacturing Intelligence, Inc.		
Street Address:	46444 Hexagon Way		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48377		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1750723	WORKNC	
CORRESPONDENCE DATA			
Fax Number:	3129855999		
<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:	3129855558		
Email:	ipdocket@clarkhill.com		
Correspondent Name:	David J. Marr		
Address Line 1:	130 East Randolph Street		
Address Line 2:	Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	David J. Marr		
SIGNATURE:	/David J. Marr/		
DATE SIGNED:	12/07/2022		
Total Attachments: 5			
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OP \$40.00 1750723

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Hexagon Manufacturing Intelligence, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Vero Software, Inc., an Alabama corporation

SECOND: The Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporation pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Hexagon Manufacturing Intelligence, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The authorized stock and par value of the non-Delaware corporation is 100,000 shares with no par value.

SIXTH: The merger is to become effective June 30, 2021.

SEVENTH: The Agreement of Merger is on file at 250 Circuit Drive, North Kingstown, RI 02852, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 17th day of June, 2021.



By: Collin Webb
Title: Secretary

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 17th, day of June, 2021, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Hexagon Manufacturing Intelligence, Inc., a Delaware corporation and Vero Software Inc., an Alabama corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Hexagon Manufacturing Intelligence, Inc., hereby merges into itself Vero Software Inc. and said Vero Software Inc., shall be and hereby is merged into Hexagon Manufacturing Intelligence, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Hexagon Manufacturing Intelligence, Inc., as heretofore amended and is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

Vero Software, Inc.	Common	100,000	Without par value
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FOURTH: The following shall apply as regards the manner of cancelling or converting the outstanding shares of the capital stock of the constituent corporations:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this Agreement, and all rights in respect thereto, shall forthwith be cancelled.

FIFTH: The terms and conditions of the merger are as follows:

(a) The by-laws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on 30 June 2021.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of its constituent corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

SEVENTH: This Agreement may be executed by facsimile, e-mail or some other form of electronic delivery, that an electronic signature may be applied hereto and function in the same manner as a signature on a paper document, and that, upon such execution, such electronic copy shall have the same force and effect as an original.

This Agreement may be executed in counterparts, all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by each party hereto as the respective act, deed and agreement of said corporations on this 17th day of June, 2021.

Hexagon Manufacturing
Intelligence, Inc.

By: 
Paul Rogers

Vero Software, Inc.

By: 
Mario Grande

**STATE OF DELAWARE
CERTIFICATE OF SECRETARY**

I, Collin Webb, Secretary of Hexagon Manufacturing Intelligence, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Vero Software, Inc., a corporation of the State of Alabama, was duly submitted to the stockholders of said Hexagon Manufacturing Intelligence, Inc. at a special meeting of said stockholders called and held separately from the meeting of any other corporation, upon waiver of notice, signed by all the stockholders, for the purpose of considering and taking action upon said Agreement of Merger, that 100 shares of stock of said corporation were on said date issued and outstanding having voting power and that the proposed Agreement of Merger was approved by the stockholders by an affirmative vote representing at least a majority of the outstanding stock of said corporation entitled to vote thereon, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the shareholders of said Hexagon Manufacturing Intelligence, Inc. and the duly adopted agreement of the said corporation.

WITNESS my hand on this 17th day of June, 2021.



Secretary