

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pollux Canada Inc.		04/08/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Accenture Global Solutions Limited		
Street Address:	3 Grand Canal Plaza Upper Grand Canal Street		
City:	Dublin 4		
State/Country:	IRELAND		
Entity Type:	Private Company Limited By Shares: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88899665	POLLUX	
CORRESPONDENCE DATA			
Fax Number:	4153920827		
<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:	4153921960		
Email:	trademarkgroup@sideman.com		
Correspondent Name:	Kelly Phair McCarthy		
Address Line 1:	One Embarcadero Center, Suite 2200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	9296-150		
DOMESTIC REPRESENTATIVE			
Name:	Kelly Phair McCarthy		
Address Line 1:	One Embarcadero Center, Suite 2200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Wanda Rojas		
SIGNATURE:	/Wanda Rojas/		
DATE SIGNED:	08/02/2023		
Total Attachments: 21			
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GENERAL DEED OF ASSIGNMENT

of Intellectual Property Rights

relating to the Business of the Pollux Group among

Hahntel S.A. ("Hahntel"), a corporation organized under the laws of Brazil, **Pollux Canada, Inc. ("Pollux Canada")**, a corporation incorporated under the laws of the Province of Ontario, Canada, **Pollux SAS ("Pollux Ecuador")**, a simplified stock company incorporated under the laws of Ecuador, **Pollux Automation Mexico S.A. de C.V. ("Pollux Mexico")**, a corporation incorporated under the laws of Mexico, and **Pollux USA Corp. ("Pollux U.S.")**, a corporation organized and existing in the State of Delaware (collectively, "**Assignor**"),

and

Accenture Global Solutions Limited, a company registered in Ireland with company number 554978 and having its registered address at 3 Grand Canal Plaza Upper Grand Canal Street, Dublin 4, Ireland ("**Assignee**"),

(collectively, the "**Parties**").

WHEREAS

Pursuant to the Share Purchase and Sale Agreement dated as of February 26, 2021 ("**Purchase Agreement**") among **Accenture do Brasil Ltda. ("Accenture")**, a limited liability company organized under the laws of Brazil, as purchaser, the shareholders of Hahntel, and Hahntel, Accenture acquired all of the equity of Hahntel and through such acquisition, indirectly, became the sole owner of the equity of Hahntel's subsidiaries: Pollux Canada, Pollux Ecuador, Pollux Mexico and Pollux U.S.;

WHEREAS

On April 8, 2021, the transactions closed pursuant to the Purchase Agreement;

WHEREAS

Assignor is the owner of Intellectual Property Rights (as hereinafter defined) relating to the business of the Assignor and has the sole right of assignment, transfer, sale and conveyance; and

WHEREAS

Assignor is willing to assign, and the Assignee wishes to acquire, the Intellectual Property Rights for the consideration and upon the terms set out in this General Deed of Assignment ("**Deed**").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 In consideration of the sum of the Original Purchase Price as set forth in Schedule 4 payable and subject to any adjustments according to Schedule 4, the Assignor hereby sells, assigns, transfers and conveys with effect from the **Effective Date** (as defined in Schedule 3) and for the worldwide territory to the Assignee:

- all the property, right, title and interest in and to the intellectual property rights vested in the Assignor as described in Schedule 1 ("**Intellectual Property Rights**"), free and clear of all liens and encumbrances other than those disclosed in Schedule 2; and
- all rights of the Assignor to institute and maintain proceedings against any person or entity in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the Effective Date or occurs on or after the Effective Date, which rights shall include the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.

1.2 To the extent that applicable law prevents the assignment of Intellectual Property Rights or parts thereof, this deed shall be construed as an irrevocable and perpetual exclusive worldwide license to Assignee to use, copy, modify and sublicense to any third party the respective Intellectual Property Rights or the unassignable parts thereof; and to provide Assignee substantially the same rights of paragraph 1.1 to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights and to retain any damages arising.

1.3 Notwithstanding the foregoing, this assignment shall not constitute an assignment or attempted assignment of any agreement (or part thereof) if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of Assignor or Assignee, unless and until such consent has been granted. Assignor and Assignee covenant and agree that in any such case the beneficial interest in and to any such agreements (or the relevant part thereof) shall in any event pass hereby to Assignee. Assignor further covenants and agrees (i) to hold and hereby declares that it holds any and all such agreements (or the relevant part thereof) in trust for the benefit of Assignee, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with Assignee in any assignment or other reasonable arrangement designed to provide for Assignee the benefits of and under any such agreement.

1.4 Each party (i.e. Assignor or Assignee) shall be solely responsible for and pay all taxes due and arising on profits, gains or income in respect of their trading income, property or any other investment.

- 1.5 All amounts payable under this Deed shall be exclusive of any indirect taxes. Indirect taxes shall include, but not be limited to, sales, use, excise, value added, goods and services, consumption, and other similar taxes and duties. Such taxes shall be payable in addition to the consideration due under this Deed at the appropriate prevailing rate. Where the Assignor is obliged by applicable law to account for such indirect taxes to a tax authority, the Assignee shall pay an amount equal to such taxes and the consideration to the Assignor on the due date herein mentioned provided that that Assignor shall issue an invoice(s) as required by applicable law to the Assignee. Where the Assignor is not obliged to account for such indirect taxes to a tax authority under applicable law, the Assignor shall still provide the Assignee with an appropriate invoice(s) if required by law, and the Assignee shall account for such indirect taxes as required by applicable law on receipt of the appropriate invoice(s). The Assignee shall, if required by the Assignor, provide its local indirect taxes registration number to the Assignor.
- 1.6 Where the Assignee is obliged to withhold any amount for or on account of tax from any payments due to the Assignor under this Deed, the Assignee shall be entitled to withhold such amount and pay that over to the relevant tax authority and shall not be required to increase any amount payable by it under this Deed to an amount which (after making such withholding) leaves an amount equal to the payment which would have been due if no such withholding had been required. The Assignee shall notify the Assignor of this obligation and the rate of withholding tax. Where the Assignor is entitled to exemption from, or the benefit of a lower rate of, withholding tax from any payments due to it under this Deed, the Assignor and the Assignee shall agree not to withhold or to withhold an amount on account of tax at the lower rate (as applicable) provided that the Assignor shall provide the Assignee with the relevant tax residence certificates (and any other documentation that may be necessary) prior to any payment to enable any exemption from, or reduction of, withholding tax, or otherwise within thirty (30) days of payment. Where Assignor anticipates that it will be unable to provide such documentation within such period, Assignee will withhold an amount on account of such tax at the rate which would apply absent any entitlement to an exemption or a lower rate of withholding. The Assignee shall provide the Assignor with the appropriate withholding tax certificate(s) to evidence the amount withheld at source on account of such tax and provide all such assistance as may reasonably be required to obtain credit for or refund of such a withholding. Both the Assignee and the Assignor shall cooperate with each other to mitigate or minimize the impact of such withholding tax implications to either party.
- 1.7 Each Party shall be responsible for all and any taxes due on remuneration payable to its employees and/or subcontractors.
- 1.8 Transfer taxes shall be paid in accordance with applicable law unless otherwise agreed by the Parties.
- 1.9 The payment in Schedule 4 includes all the payments owed by Assignee to Assignor related to the Intellectual Property Rights.

- 1.10 The Assignor agrees to reimburse and hold the Assignee harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of the Assignor under this Deed and vice versa.

2. WARRANTIES

- 2.1 The Assignor warrants, represents and undertakes to the Assignee that:
- (a) The Assignor is the owner of the Intellectual Property Rights and has the unrestricted right to use and assign the same, free and clear of all liens and encumbrances other than those disclosed in Schedule 2;
 - (b) To the best of the Assignor's knowledge, information and belief, no third party has any rights in or claims upon any of the Intellectual Property Rights;
 - (c) The Assignor is entitled to sell, assign, convey and transfer all of its right, title and interest in and to the Intellectual Property Rights to the Assignee on the terms set out in this Deed;
 - (d) The Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or assigned, or granted, or agreed to grant any option or right of pre-emption in respect of, or offered for sale, its right, title or interest in any of Intellectual Property Rights; and
 - (e) All licenses and alliances which entitle others to use the Intellectual Property Rights are listed in Schedule 2. All other obligations of Assignor (if any) relating to the Intellectual Property Rights are listed in Schedule 2. Assignee only assumes these obligations if expressly provided for in Schedule 2.

3. DISCLOSURE OF INFORMATION

- 3.1 Subject to Clause 3.2, the Assignor shall observe (and shall ensure that their officers and employees shall observe) strict confidence in relation to the Intellectual Property Rights and shall not use the same and shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any of them, except as necessary to meet its obligations towards their licensees, third parties or under applicable laws or following binding court rulings under signed non-disclosure agreements or similar confidentiality provisions. If Assignor intends to disclose Intellectual Property Rights or portions thereof as specified herein, it shall notify Assignee of this intention before disclosure.
- 3.2 This restriction in Clause 3.1 shall continue to apply after the execution of this Deed without limit of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Assignor or any such officer or employee.
- 3.3 Subsequent to the transfer of the Intellectual Property Rights to Assignee, Assignor shall not have the right to make use of the Intellectual Property Rights in any way except as may be set forth in the global agreements signed between Assignor and

Assignee, namely (1) the "Intellectual Property Services Agreement", and (2) the "AGS Intellectual Property License" as they may be amended from time to time thereafter.

4. MORAL RIGHTS

The Assignor confirms that it has obtained all necessary written consents and, where appropriate, waives to all acts and omissions that would otherwise infringe the Moral Rights of any author of the Intellectual Property Rights (or part of the Intellectual Property Rights), to the extent permitted by applicable law.

Moral Rights means:

- (a) the right of attribution of authorship;
- (b) the right not to have authorship falsely attributed;
- (c) the right of integrity of the work; and
- (d) any right of a similar nature,

which is conferred by statute and which exists or comes to exist anywhere in the world.

5. FURTHER ASSISTANCE

5.1 The Assignor further covenants that it will execute all documents, papers, forms and authorizations and depose to or swear all declarations and oaths and do all such things as the Assignee may reasonably require to secure for the Assignee the full benefit of the rights assigned under this Deed.

5.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to fulfill its obligations towards third parties under this Deed.

6. NOTICES

Unless otherwise agreed, all notices, instructions and other communications to be given to a party under this Deed shall be given to the electronic mail address (confirmed if requested) or facsimile number (confirmed if requested) and to the individual or department nominated by the relevant party and notified to the other party from time to time. Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

7. ENTIRE AGREEMENT

This Deed constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. No amendment, modification or waiver in respect of this Deed will be effective unless in writing (including writing evidenced by a facsimile

transmission) and executed by each of the parties or confirmed by an exchange of electronic messages on an electronic messaging system and subsequently effected in writing.

8. SEVERABILITY

In the event any one or more of the provisions contained in this Deed should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.

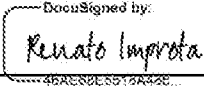
9. APPLICABLE LAW AND ARBITRATION

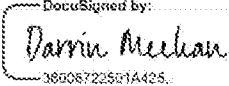
- 9.1 This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of Ireland.
- 9.2 Nothing in this Deed shall override a mandatory law of a particular country which the laws of that country prescribe must apply in a particular situation notwithstanding the choice of Irish law to govern this Deed.
- 9.3 Any disputes arising under or on connection with this Deed shall be referred to and fully and finally determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be binding on the parties and may be enforced by the prevailing Party in any court of competent jurisdiction.

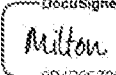
10. COUNTERPARTS

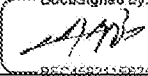
This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused the Deed to be duly executed by their respective authorised officers as of the Effective Date.

Executed by Hahntel S.A. acting by the following persons or, if the seal is affixed, witnessed by the following persons:	
	
_____ Signature of the director	_____ Signature of the director
Renato Improta	
_____ Name of the director (print)	_____ Name of the director (print)

Executed by Pollux Canada, Inc. , acting by the following persons or, if the seal is affixed, witnessed by the following persons:	
	
_____ Signature of the director	_____ Signature of the director
Darrin Meehan	
_____ Name of the director (print)	_____ Name of the director (print)

<p>Executed by Pollux SAS, acting by the following persons or, if the seal is affixed, witnessed by the following persons:</p>	
<p><small>DocuSigned by:</small>  <small>5D4D9E782DDE845E</small></p> <hr/>	<hr/>
<p>Signature of the director</p>	<p>Signature of the director</p>
<p>Milton</p> <hr/>	<hr/>
<p>Name of the director (print)</p>	<p>Name of the director (print)</p>

<p>Executed by Pollux Automation Mexico S.A. de C.V., acting by the following persons or, if the seal is affixed, witnessed by the following persons:</p>	
<p><small>DocuSigned by:</small>  <small>82C45824138248D</small></p> <hr/>	<hr/>
<p>Signature of the director</p>	<p>Signature of the director</p>
<p>Juan Luis Rodríguez Rivero</p> <hr/>	<hr/>
<p>Name of the director (print)</p>	<p>Name of the director (print)</p>

Executed by **Pollux USA Corp.**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:
Ronald J. Roberts
497C51E3CB88428...

Signature of the director

Signature of the director

Name of the director (print)

Name of the director (print)

PRESENT when the common seal)
of **ACCENTURE GLOBAL SOLUTIONS LIMITED**)
was affixed hereto)

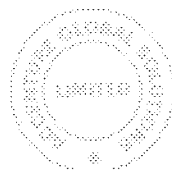
DocuSigned by:
Brian Connolly
FEE67C7F922F4FB...

Signature of Director

Name: Brian Connolly

Title: Director

Date: June 21, 2021

DocuSigned by:


SCHEDULE 1

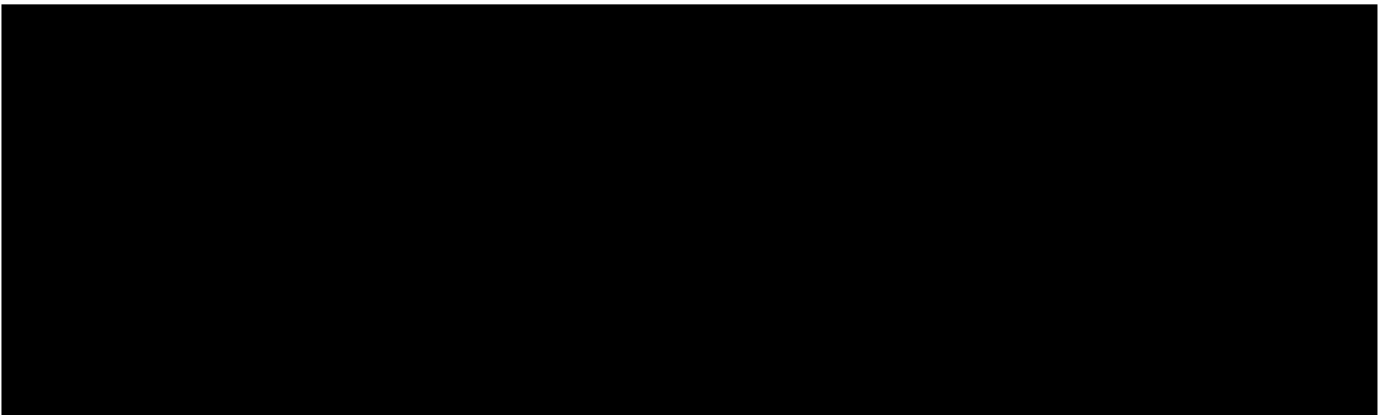
Intellectual Property Rights:

All intellectual property and industrial property rights worldwide owned by the Assignor, including, but not limited to, patents (including supplementary protection certificates and divisionals), patent applications, trademarks and service marks and associated goodwill, including domain names and other internet keywords, brand names, designs, utility models, trade or business names, know-how, passing-off rights, rights under any unfair competition, publicity or personality rights, copyrights (including moral rights), works of authorship (including computer programs, software, compilations, applications, files and Internet site content), inventions, invention disclosures, processes, methodologies, algorithms, frameworks, models, solutions, trade secrets, know-how, get-up, trade dress or other industrial or intellectual property rights and rights of a similar or corresponding nature, and registrations and applications for registration of any of the foregoing in each case in any part of the world; and


Software:










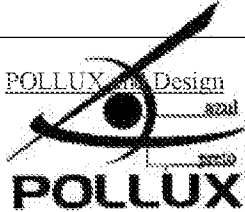
Patents:







Trademarks:

Mark / App# / Reg#	Country / Status	Int'l Classes	Owner Information
<u>POLLUX</u> App #: 88899665	United States Pending - Suspension Letter Mailed, August 24, 2020 Filed: May 4, 2020	7, 9, 12, 35, 37, 42	Pollux Canada Inc. (Canada Corp.) Rua Dona Francisca, 8.300 B12. Perini Business Park, Joinville Santa Catarina 89219- 600 Brazil
<u>POLLUX</u> APP #: 1999208	Canada Filed Pending Application Last Status Received: Pending Application, December 27, 2019 Office Status: Formal- ized Filed: December 4, 2019	7, 9, 12, 35, 37, 42	Pollux Canada Inc. Rua Dona Francisca, 8.300 B12., Perini Business Park Joinville, Santa Catarina, 89219-600, Brazil
<u>POLLUX</u>  APP #: M2398595	Mexico Published Last Status Received: Published Filed: August 3, 2020	7	POLLUX AUTOMATION MEXICO S.A. DE C.V. AVENIDA CAMINO REAL DE CARRETAS NUM. EXT. 299 NUM. INT. CONDOMINIO 405 Y 406, MILENIO III, 76060, SANTIAGO DE QUERETARO , QUERETARO, Mexico
<u>POLLUX</u>	Mexico Published	35	POLLUX AUTOMATION

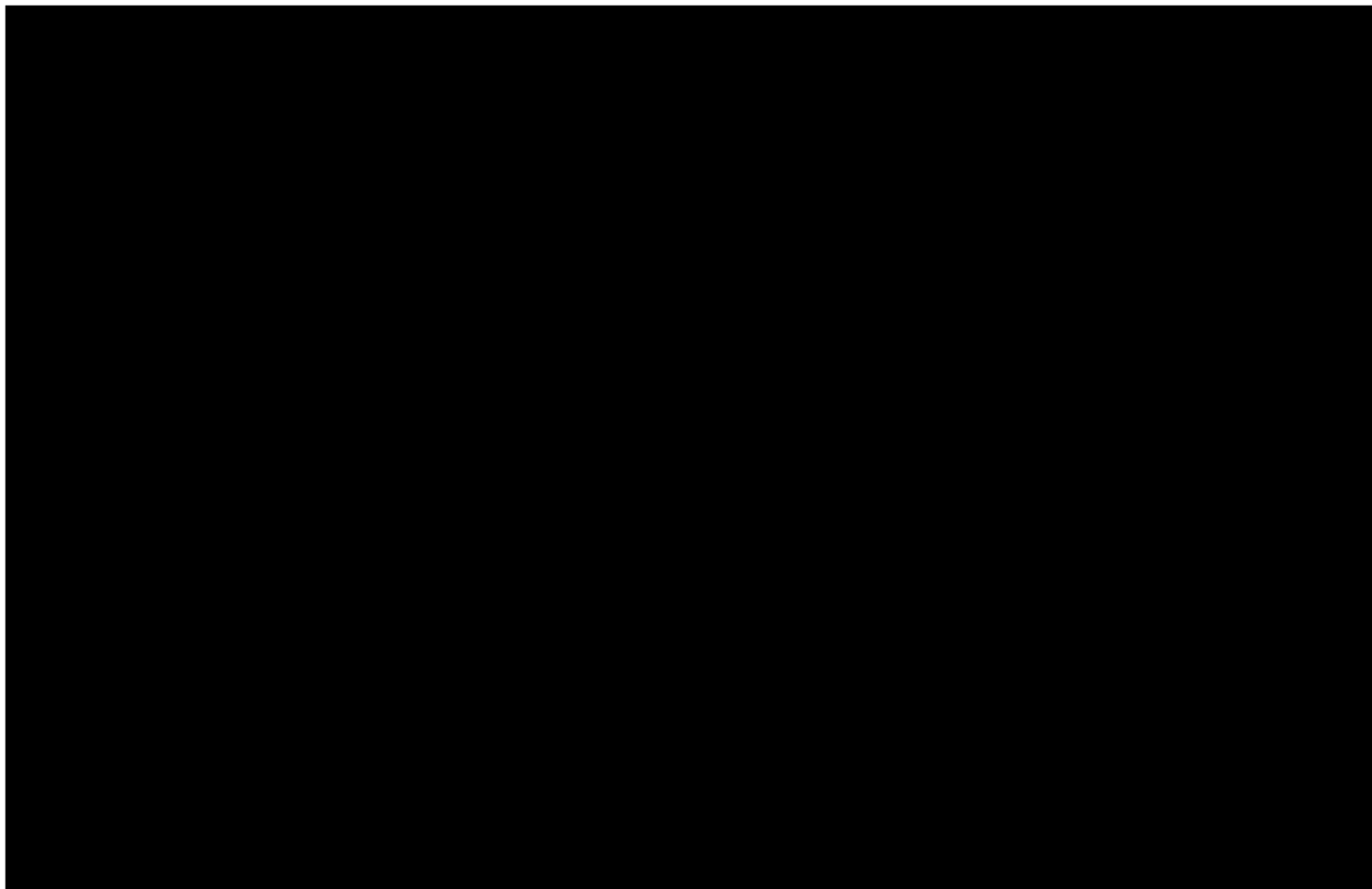
Mark / App# / Reg#	Country / Status	Int'l Classes	Owner Information
 APP #: M2398589	Last Status Received: Published Filed: August 3, 2020		MEXICO S.A. DE C.V. AVENIDA CAMINO REAL DE CARRETAS NUM. EXT. 299 NUM. INT. CONDOMINIO 405 Y 406, MILENIO III, 76060, SANTIAGO DE QUERETARO , QUERETARO, Mexico
POLLUX  APP #: M2398588	Mexico Published Last Status Received: Published Filed: August 3, 2020	37	POLLUX AUTOMATION MEXICO S.A. DE C.V. AVENIDA CAMINO REAL DE CARRETAS NUM. EXT. 299 NUM. INT. CONDOMINIO 405 Y 406, MILENIO III, 76060, SANTIAGO DE QUERETARO , QUERETARO, Mexico
POLLUX  APP #: M2398591	Mexico Published Last Status Received: Published Filed: August 3, 2020	9	POLLUX AUTOMATION MEXICO S.A. DE C.V. AVENIDA CAMINO REAL DE CARRETAS NUM. EXT. 299 NUM. INT. CONDOMINIO 405 Y 406, MILENIO III, 76060, SANTIAGO DE QUERETARO , QUERETARO, Mexico
POLLUX  APP #: M2398586	Mexico Published Last Status Received: Published Filed: August 3, 2020	42	POLLUX AUTOMATION MEXICO S.A. DE C.V. AVENIDA CAMINO REAL DE CARRETAS NUM. EXT. 299 NUM. INT. CONDOMINIO 405 Y 406, MILENIO III, 76060, SANTIAGO DE QUERETARO , QUERETARO, Mexico

Mark / App# / Reg#	Country / Status	Int'l Classes	Owner Information
<u>POLLUX and Design</u>  APP #: 917676971	Brazil Registered Last Status Received: Registered Filed: July 8, 2019 Registered: February 11, 2020 Expiration Date: Febru- ary 11, 2030	7	HAHNTEL S/A
<u>POLLUX and Design</u>  APP #: 917677145	Brazil Registered Last Status Received: Registered Filed: July 8, 2019 Registered: April 7, 2020 Expiration Date: April 7, 2030	35	HAHNTEL S/A
<u>POLLUX and Design</u>  APP #: 917677056	Brazil Registered Last Status Received: Registered Filed: July 8, 2019 Registered: April 7, 2020 Expiration Date: April 7, 2030	9	HAHNTEL S/A
<u>POLLUX and Design</u>  APP #: 820565725	Brazil Registered Last Status Received: Registered Filed: February 4, 1998 Registered: February 26, 2002 Expiration Date: Febru- ary 26, 2022	7	HAHNTEL S/A
<u>V - PAK</u> APP #: 901649651	Brazil Registered Last Status Received: Registered	9	HAHNTEL S/A

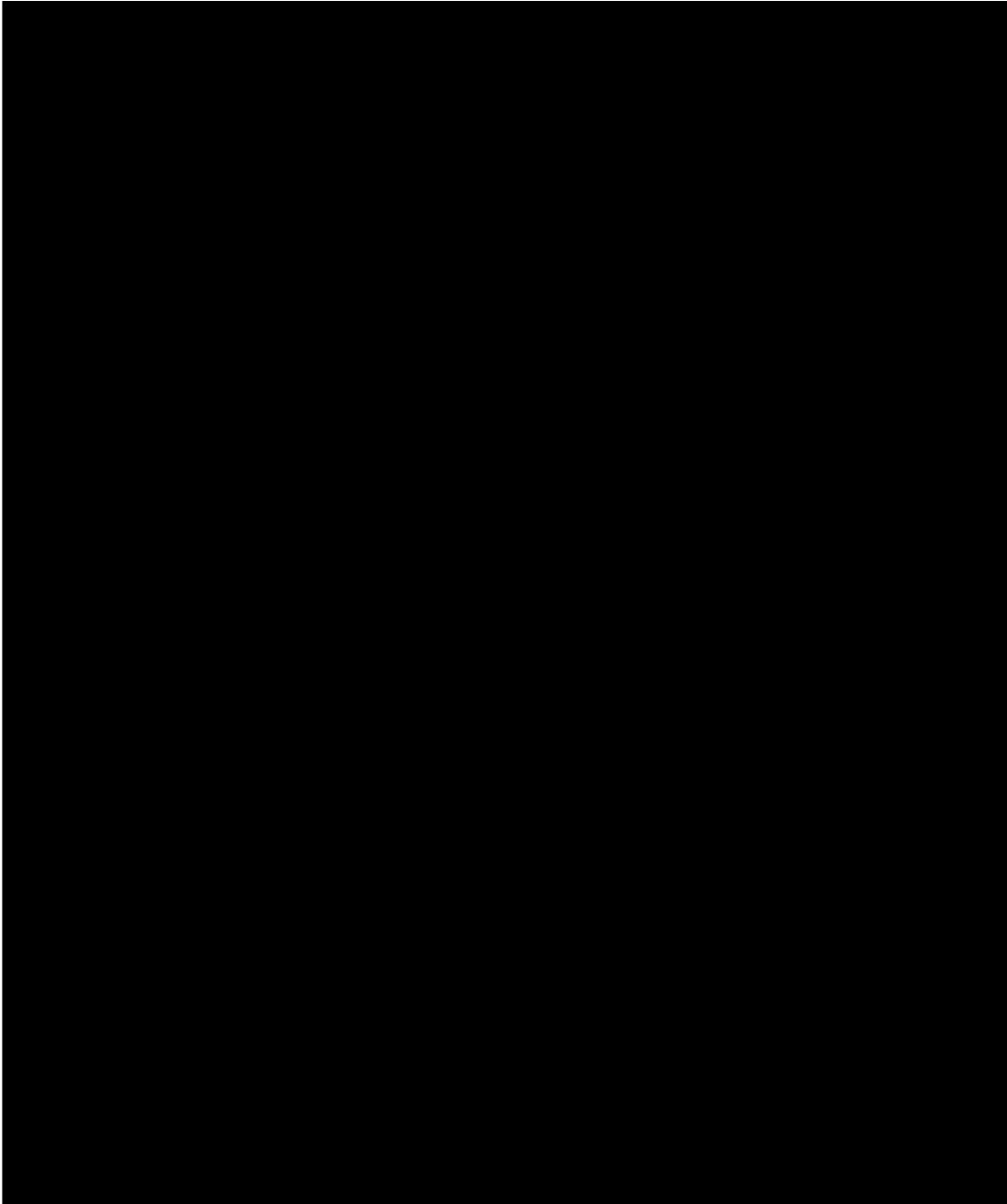
Mark / App# / Reg#	Country / Status	Int'l Classes	Owner Information
	Filed: May 19, 2009 Registered: January 31, 2012 Expiration Date: January 31, 2022		
 APP #: 920124445	Brazil Allowed Application pending publication Last Status Received: Application pending publication Filed: July 10, 2020	37	HAHNTEL S/A
 APP #: 920124127	Brazil Allowed Application pending publication Last Status Received: Application pending publication Filed: July 10, 2020	7	HAHNTEL S/A
 APP #: 920124348	Brazil Allowed Application pending publication Last Status Received: Application pending publication Filed: July 10, 2020	35	HAHNTEL S/A
<u>POLLUX and Design</u>  APP #: 917677170	Brazil Filed Pending Application Last Status Received: Pending Application Filed: July 8, 2019	42	HAHNTEL S/A

Mark / App# / Reg#	Country / Status	Int'l Classes	Owner Information
POLLUX and Design Pollux APP #: 917704584	Brazil Filed Pending Application Last Status Received: Pending Application Filed: July 11, 2019	37	HAHNTEL S/A

Domain Names:



Material unregistered trademarks owned by the Pollux Group:



Schedule 2

Liens and Encumbrances:

See Purchase Agreement

Licenses:

See Purchase Agreement

Other Obligations of Assignor relating to the Intellectual Property Rights:

See Purchase Agreement

SCHEDULE 3

Effective Date: April 8, 2021

Schedule 4

Payments

