### 503609932 12/14/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3656563

| SUBMISSION TYPE:  |  |   | NEW ASSIGNMENT   |     |            |  |              |  |
|---|--|---|--|-----|------------|--|--------------|--|
| NATURE OF CONVEYANCE:   |  |   | ASSIGNMENT   |     |            |  |              |  |
| CONVEYING PARTY   | Υ DATA                                 |   |  |     |            |  |              |  |
|   |  | Nar   | ne   | Ex  | ecution Da |  |              |  |
| WILCOX ASSOCIAT   | ES INC.                                |   |  |     |            |  | )5/2015      |  |
| RECEIVING PARTY   | DATA                                   |   |  |     |            |  |              |  |
|   |  |   | HNOLOGY CENTER G   | MBH |            |  |              |  |
| Street Address:   | HEINR                                  |   | D-STRASSE 201  |     |            |  |              |  |
| City:   | CH-94                                  | 35 HEERI  | BRUGG  |     |            |  |              |  |
| State/Country:  | SWITZ                                  | ERLAND  |  |     |            |  |              |  |
| PROPERTY NUMBE  | BS Total: 1                            |   |  |     |            |  |              |  |
| Property Type   |  |   | Number   |     |            |  |              |  |
| Application Number  | r:                                     | 1331810   |  |     |            |  |              |  |
| CORRESPONDENC   | E DATA                                 |   | 5  |     |            |  |              |  |
| Fax Number:<br><i>Correspondence wi</i>   | ill be sent to<br>, if provided<br>ne: | (256)730<br>o the e-m<br>d; if that i<br>256-730-<br>carlton.ba<br>C. CARL<br>305 INTE                        | -2247<br>ail address first; if tha<br>s unsuccessful, it will  |     |            |  | vill be sent |  |
| Fax Number:<br><i>Correspondence wil<br/>using a fax number,</i><br>Phone:<br>Email:<br>Correspondent Nam<br>Address Line 1:<br>Address Line 4: | ill be sent to<br>, if provided<br>ne: | (256)730<br>o the e-m<br>d; if that i<br>256-730-<br>carlton.ba<br>C. CARL<br>305 INTE<br>MADISO              | -2247<br>ail address first; if tha<br>s unsuccessful, it will<br>2521<br>arnes@intergraph.com<br>TON BARNES<br>RGRAPH WAY  |     |            |  | vill be sent |  |
| Fax Number:<br><i>Correspondence win<br/>using a fax number,</i><br>Phone:<br>Email:<br>Correspondent Nam<br>Address Line 1:<br>Address Line 4: | ill be sent to<br>, if provided<br>ne: | (256)730<br>o the e-m<br>d; if that i<br>256-730-<br>carlton.ba<br>C. CARL<br>305 INTE<br>MADISO              | -2247<br>ail address first; if tha<br>s unsuccessful, it will<br>2521<br>arnes@intergraph.com<br>TON BARNES<br>RGRAPH WAY<br>N, ALABAMA 35758                    |     |            |  | vill be sent |  |
| Fax Number:<br><i>Correspondence wir<br/>using a fax number,</i><br>Phone:<br>Email:<br>Correspondent Nam<br>Address Line 1:                    | ill be sent to<br>, if provided<br>ne: | (256)730<br>o the e-m<br>d; if that i<br>256-730-<br>carlton.ba<br>C. CARL<br>305 INTE<br>MADISO<br>C (<br>/C | -2247<br>ail address first; if that<br>s unsuccessful, it will<br>2521<br>arnes@intergraph.com<br>TON BARNES<br>RGRAPH WAY<br>N, ALABAMA 35758<br>CARLTON BARNES |     |            |  | vill be sent |  |

### **IP ASSIGNMENT AGREEMENT**

This IP Assignment Agreement (this "Agreement") is effective as of June 5, 2015 and made between:

(1) WILCOX ASSOCIATES INC., a corporation incorporated under the laws of the State of Delaware (the "Transferor"); and

(2) **HEXAGON TECHNOLOGY CENTER GMBH**, a company formed under the laws of Switzerland (the "Transferee") (the Transferor and the Transferee are jointly referred to as the "Parties").

WHEREAS, pursuant to the terms of that certain Contribution in Kind Agreement dated as of the date hereof, by and between Transferor and Transferee ("Contribution Agreement"), Transferor does hereby sell, convey, transfer, assign, set over and deliver exclusively to Transferee all of its rights to the intellectual property, trademarks, service marks, logos, including registrations and applications for registration thereof, patents, reissues, reexaminations, extensions, continuations in part, continuing prosecution applications provisional and divisions of such patents and any related know-how and intangibles (collectively, "Intellectual Property Rights") related to the matters described on <u>Appendix 1</u> (collectively, the "Assigned Rights"); and

WHEREAS, the Transferor wishes to transfer and assign all its right to such Assigned Rights and the Transferee desires to accept such transfer of such Assigned Rights.

NOW THEREFORE, the Parties agree as follows:

- 1. ASSIGNMENT. Upon execution of this Agreement:
  - a) the Transferor transfers, assigns, conveys and delivers to the Transferee, and Transferee accepts from Transferor, all of its entire right, title and interest under the Assigned Rights and any claims of infringement thereof; 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 Assigned Rights, 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. MISCELLANEOUS

- 2.1 <u>Amendment.</u> No amendment, modification or waiver in respect of this Agreement will be effected unless in writing and executed by each of the Parties.
- 2.3 <u>Further Assurances</u>. 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).
- 2.2 <u>Counterparts.</u> 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.

3. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Delaware.

PATENT REEL: 037282 FRAME: 0767 IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

WILCOX ASSOCIATES INC.

Á.~,

Name: Ken Woodbine Title: President

HEXAGON TECHNOLOGY CENTER GMBH

Name: Knut Siercks Title: Managing Director **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the day and year first above written.

WILCOX ASSOCIATES INC.

Name: Ken Woodbine Title: President

HEXAGON TECHNOLOGY CENTER GMBH

Name: Knut Siercks

Title: Managing Director

Wilcox Associates

1/14/2015

### Overview II:

# Patents and patent applications originating from

## WILCOX ASSOCIATES

PATENT REEL: 037282 FRAME: 0770



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| g                          | SE/EP                                | NL/EX                      | CW 28                      | FRAEP                      | DEVEP  | CHVEP                      | g   | 2                                     | Ş                          | L V                        | Country                    | Pauens Family:<br>Title:<br>Entiry of Origin:<br>Inzernal Reference:<br>Applicant:<br>Inventors:<br>Priority Date:   |
|----------------------------|--------------------------------------|----------------------------|----------------------------|----------------------------|--|----------------------------|---|---------------------------------------|----------------------------|----------------------------|----------------------------|--|
| KAP-51277-US               | KAP-51277-SE                         | KAP-51277-NL               | KAP-51277-(18              | XAP-51277-FR               | KAP-51277-DE                                 | KAP-51277-CH               | KAF-SIZTY-EP  | KAP-SIZTY-CN                          | XAP-51277-CA               | XAP-51277-AU               | Heragen / XHP<br>Reference | niy;<br>Yigin:<br>ekvence:   |
| Wilcox Associates,<br>Inc. | Wiloux Associates,<br>Inc.           | Wilcux Associates,<br>Inc. | Wilcox Associates,<br>Inc. | Wilcox Associates,<br>Inc. | Wikoz Associates,<br>Inc.                    | Wilcox Associates,<br>Inc. | Wilson Associates,<br>Inc.                                | Wilcux Associates,<br>Inc.            | Wilcox Associates,<br>Inc. | Wilcox Associates,<br>Inc. | Lagal Owner<br>(Raginer)   | X.A.P-51177<br>An Inspection Method and an Inspection Apparatus<br>Wilcow Associates (QS) Ltd. / United Kingdom<br>Simublast<br>Simublast<br>Wilcow Associates, Inc.<br>Marc Philip Stalker, Stevan Clee<br>30.04.2009 |
| 29.04.2010                 | 29,04,2010                           | 29.04.2010                 | 29.04.2010                 | 29.04.2010                 | 39.04.2010                                   | 29.04.2010                 | 25.04.2010<br>(29.11.2011)                                | 29.04.2010                            | 29.04.2019<br>(28.10.2011) | (1107.60%0)<br>(102.767%0) | Filling Date               | and an Inspect<br>Lod. / United<br>van Clee  |
| 13/318,106                 | 10720376.2                           | 10720376,2                 | 10720376.2                 | 10720376.2                 | 60 2010 004 5S3.6                            | 10772376.2                 | 10720376.2  | 201080014535.4                        | 2,760,377                  | 2010262034                 | Application No.            | ton Apparatus<br>Kingdom   |
| 22.03.2012                 | 07.03.2012                           | 07.03.2012                 | 07.08.2012                 | 07.03.2012                 | 07.03.2012                                   | 07.03.2012                 | 07.03.2012  | 14.03.2012                            | 10.01.2012                 | 29.09.2011                 | Palilization<br>Date       |  |
| US 2012/0070063 A1         | EP 2 425 232 Å1                      | EP 2 425 232 A1            | EP 2 425 232 A1            | EF 2425 232 A1             | EP 1 425 222 AI                              | EP 2 425 232 A1            | EP 2 425 232 AI   | CN 1072378909 A                       | CA 2760,377 AI             | AU 2010262054 A1           | Peblication No.            |  |
| 15.07.2014                 | 09.01.2013                           | 09.01.2013                 | 09.01.2013                 | 09,01,2013                 | 09.01.2013                                   | 09.01.2013                 | 09.01.2013  | 02.07.2014                            |                            | 26.04.2013                 | Patent<br>Izrue Date       |  |
| US 8,781,208 E2            | EP 2 425 232 B1<br>(SE 2 425 232 T3) | EP 2 425 232 BI            | EP 2 425 232 B1            | EF 2 425 232 B1            | EP 2 425 232 B1<br>(DE 60 2010 004<br>553.6) | EP 2 425 222 B1            | HP 2 425 232 B1   | CN 107378309 B<br>(ZL 201033014535.4) |                            |                            | Patana No.                 |  |
| Patent in force            | Patent in force                      | Patent in force            | Patent in force            | Patent in force            | Fatent in force                              | Patent in force            | European<br>protect issued<br>and nationally<br>validated | Patent in force                       | Application<br>pending     | Patent in force            | 2000                       |  |



Entity of Origin: Wilcox Associates Ltd. / UK

Patent Family: KAP-51277

V14/2015



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