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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5478438

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|---|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CANDI CONTROLS, INC. | 04/26/2018 |
| RECEIVING PARTY DATA | |
| Name: | ALTAIR ENGINEERING, INC. |
| Street Address: | 1820 EAST BIG BEAVER ROAD |
| City: | TROY |
| State/Country: | MICHIGAN |
| Postal Code: | 48083 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15643265 |
| CORRESPONDENCE DATA | |
| Fax Number: | (877)769-7945 |
| <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: | +1 (650) 839-5086 |
| Email: | mwhite@fr.com |
| Correspondent Name: | ALEXANDRA KOSEVA |
| Address Line 1: | FISH & RICHARDSON P.C. |
| Address Line 2: | P.O.BOX 1022 |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55440-1022 |
| ATTORNEY DOCKET NUMBER: | 39410-0119003 |
| NAME OF SUBMITTER: | MARYANN WHITE |
| SIGNATURE: | /Maryann White/ |
| DATE SIGNED: | 04/17/2019 |
| Total Attachments: 8 | |
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Exhibit B-1
Form of Assignment of Patents, Trademarks and Copyrights

PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT

This PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT (“Assignment”) dated as of April 26, 2018 (the “Effective Date” by and between Candi Controls, Inc., a Delaware corporation (the “Assignor”) and Altair Engineering Inc., a Delaware corporation (the “Assignee”).

WHEREAS the Assignor and the Assignee and certain other parties have entered into an Asset Purchase Agreement, dated April 3, 2018 (hereinafter the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, and the Assignee has agreed to purchase, certain Assets of Assignor, including, without limitation: (A) the patents, patent applications and provisional patent applications identified as set forth on Schedule A attached hereto (the “Assigned Patents”); (B) the trademarks, trademark registrations, trademark applications as set forth on Schedule B attached hereto (the “Assigned Trademarks”); and (C) the copyrights as set forth on Schedule C attached hereto (the “Assigned Copyrights”); and

WHEREAS, pursuant to the Purchase Agreement and the Sale Order (as defined in the Purchase Agreement), the Assignor wishes to assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of its worldwide right, title and interest in and to the Assigned Patents, Assigned Trademarks and Assigned Copyrights. Terms capitalized but not defined herein shall have the definitions given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, the Purchase Agreement and the Sale Order, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Assignment.

Pursuant to and subject to the terms and conditions of the Purchase Agreement and the Sale Order, the Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title, and interest (free and clear of any and all Encumbrances other than Permitted Encumbrances) in and to the following:

(a) the Assigned Patents, any inventions and improvements claimed or disclosed therein, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions thereof, and all other applications relating thereto which shall be filed by the Assignee or its assignees in the United States, its territorial possession and/or any foreign countries;

(b) the Assigned Trademarks, all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to any United States intent-to-use trademark

applications, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the Assigned Copyrights, and all issuances, extensions, and renewals thereof;

(d) all rights to collect royalties, products and proceeds in connection with the Assigned Patents, the Assigned Trademarks, and the Assigned Copyrights, in each case for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made;

(e) the right to prosecute, maintain and defend the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights;

(f) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(g) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Cooperation.

From time to time following the date hereof, and without any further consideration or other payment, the Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as the Assignee may request in order to consummate, complete and carry out the transactions contemplated by this Assignment, the Purchase Agreement and the Sale Order, effect the terms of this Assignment and the transfer of the Purchased IP to the Assignee and to perfect the Assignee's title in and to those Assigned Patents, Assigned Trademarks and Assigned Copyrights assigned to it hereunder. The Assignor represents and warrants that the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights constitute all of the Purchased IP that are patents, patent applications or provisional patent applications; the trademarks, trademark registrations, trademark applications; and copyrights.

3. Recordation.

The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record the Assignee as the assignee and owner of the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights and to deliver to the Assignee, and to the Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Governing Law.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS OF CONFLICTS, OF THE STATE OF DELAWARE.

5. General Provisions.

This Assignment is intended to effect the assignment of the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights to the Assignee as described in the Purchase Agreement. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment, the Purchase Agreement and the Sale Order, the Sale Order shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the Purchase Agreement and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

Schedule A
LIST OF ASSIGNED PATENTS

| Patents | | | | | |
|---------------|----------------|--|----------------------|--|--|
| Patent Number | Date of Patent | Inventors | Assignee | Title of Work | |
| 8812644 | 8/19/2014 | Mike Anderson, Steve Raschke | Candi Controls Inc. | Enabling Customized Functions to be Implemented at a Domain | |
| 8996749 | 3/31/2015 | Mike Anderson, Steve Raschke | Candi Controls Inc. | Achieving a Uniform Devise Abstraction Layer | |
| 9148470 | 9/29/2015 | Mike Anderson, Steve Raschke | Candi Controls Inc. | Targeting Delivery Data | |
| 9160785 | 10/13/2015 | Mike Anderson, Steve Raschke | Candi Controls Inc. | Discovering Devise Drivers within a Domain of a Premises | |
| 9231997 | 1/5/2016 | Mike Anderson, Steve Raschke | Candi Controls Inc. | Discovering Devise Drivers within a Domain of a Premises | |
| 9237183 | 1/12/2016 | Mike Anderson, Steve Raschke | Candi Controls Inc. | Updating a Domain Based on Devise Configuration within the Domain and Remote of the Domain | |
| 9923769 | 3/20/2018 | Peter Radsloff, Mike Anderson, Steve Raschke | Candi Controls Inc. | Methods and Systems for Verifying Installation of a Devise | |
| 9729607 | 8/8/2017 | Steve Raschke, Mike Anderson | Candi Controls, Inc. | Discovering Devise Drivers Within a Domain | |

**Schedule B
LIST OF ASSIGNED TRADEMARKS**



Candi Controls, Inc. Trademarks

| <i>Trademark or Service Mark</i> | <i>Country of Registration</i> | <i>Application Number</i> | <i>Registration Number</i> | <i>Registration Date</i> | <i>Expiration Date</i> | <i>Type & Status</i> |
|--|--------------------------------|---------------------------|----------------------------|--------------------------|------------------------|--------------------------|
| Registered Marks | | | | | | |
| Candi Controls® | U.S.A. | 85390559 | 4220508 | Oct. 9, 2012 | -- | Registered -- Live |
| IoT Server® | U.S.A. | 86336023 | 4749875 | Jun. 2, 2015 | -- | Registered -- Live |
| Powertools® | U.S.A. | 85603892 | 4253877 | Dec. 4, 2012 | -- | Registered -- Live |
| WEMS® | U.S.A. | 85240185 | 4037812 | Oct. 11, 2011 | -- | Registered -- Live |
| Unifying the Internet of Things | U.S.A. | 86347701 | 5147045 | Feb. 21, 2017 | | |
| IOT PROTOCOL | U.S.A. | 86870534 | 5116234 | Jan. 3, 2017 | | |
| Pending Marks | | | | | | |
| Unity | U.S.A. | 86870523 | -- | -- | -- | Pending -- Live |
| Common Law Marks | | | | | | |
| Cloud-Assisted Network-Device Integration™ | -- | -- | -- | -- | -- | Common Law -- Live |
| Candi™ | -- | -- | -- | -- | -- | Common Law -- Live |
| IoT™ | -- | -- | -- | -- | -- | Common Law -- Live |
| Network Operations Cloud™ | -- | -- | -- | -- | -- | Common Law -- Live |
| NOC™ | -- | -- | -- | -- | -- | Common Law -- Live |
| Works With Candi™ | -- | -- | -- | -- | -- | Common Law -- Live |
| Open Internet of Things Protocol™ | -- | -- | -- | -- | -- | Common Law -- Live |

Schedule C
LIST OF ASSIGNED COPYRIGHTS



Candi Copyrights

| Name of Copyrighted Work | Description of Copyrighted Work | Date of Registration |
|--|--|----------------------|
| Registered Works | | |
| --- | --- | --- |
| Material Copyrightable Works (unregistered) | | |
| Software Code | | |
| Candi IoT™ Application Programming Interface | The Internet of Things Protocol™ Application Programming Interface for the Candi Network Operations Cloud™ and Candi IoT Server™ | --- |
| Candi Network Operations Cloud Source Code | All software source code encompassing the Candi Network Operations Cloud. | --- |
| Candi Embedded IoT Server Source Code (a.k.a. Zulu) | All software source code encompassing the Candi embedded IoT Server. | --- |
| Candi PowerTools Interface Source Code (a.k.a. Theo) | All software source code encompassing the Candi PowerTools Interface. | --- |
| CG HEMS Source Code | All software source code encompassing the CG HEMS project. | --- |
| SMS Installer Tool Source Code | All software source code encompassing the SMS Installer Tool. | --- |
| Candi Web Site | located at http://www.candicontrols.com | --- |
| Documents | | |
| IoT™ API Document | The official Internet of Things Protocol™ Application Programming Interface Instructional Document for the Candi Network Operations Cloud™ and Candi IoT Server™ Filename: <Candi-IoTP-API_IoT-Server_v2.25(doc_v3.24).docx> | --- |
| Candi Corporate Wiki | All content and articles on the Candi Corporate Wiki (a.k.a. Candipedia) located at: https://wiki.candicontrols.com | --- |
| Next-Generation Energy Management | A Candi Whitepaper that describes the benefits of using Internet of Things-class products to enable energy management in buildings heretofore considered too small for building control systems -- Filename: <WHITE PAPER - Next Generation Energy Mgt. Q2or.docx> | --- |
| Water Treatment Energy Management | A Candi Whitepaper/Case Study that showcases how a large water treatment facility implemented a monitoring and control system using cost-effective cloud-based tools to measure, analyze and manage their energy consumption. | --- |
| San Diego Gas & Electric Customer Engagement | A Candi Whitepaper/Case Study which examines San Diego Gas and Electric's innovative approach to engaging its customers using Candi's PowerTools® solution that led to SDG&E's extraordinary award-winning results. | --- |
| M2M Energy Brief | A Candi Whitepaper Brief description of Internet of Things solutions and benefits for commercial energy savings applications. | --- |
| Installation Workflow Document (Customized) | A Candi "Installation Workflow" document used to guide minimally-trained installers through in-field installations of IoT equipment. | --- |