

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6809281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JONATHAN CUNNINGHAM	10/02/2020
GARY ORTON	05/22/2014
RYAN POSNIKOFF	10/02/2020
GRAHAM LEE	09/21/2020
RICHARD DEAN BOWMAN	10/04/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BENTLEY SYSTEMS, INCORPORATED
<b>Street Address:</b>	685 STOCKTON DRIVE
<b>City:</b>	EXTON
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19341
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62924167
<b>Application Number:</b>	17075308
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)951-3927
<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>	
<b>Phone:</b>	617-951-2500
<b>Email:</b>	docket@c-m.com, merisa@c-m.com
<b>Correspondent Name:</b>	CESARI AND MCKENNA, LLP
<b>Address Line 1:</b>	ONE LIBERTY SQUARE
<b>Address Line 2:</b>	SUITE 310
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	107051-0226R&107051-0226U
<b>NAME OF SUBMITTER:</b>	JAMES A. BLANCHETTE
<b>SIGNATURE:</b>	/James A. Blanchette/
<b>DATE SIGNED:</b>	07/13/2021

**Total Attachments: 16**

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### ASSIGNMENT

Whereas We, Jonathan Cunningham, whose residence address is in Calgary, AB, Canada, Gary Orton, whose residence address is in Vancouver, BC, Canada, Ryan Posnikoff, whose residence address is in Vancouver, BC, Canada, Graham Lee, whose residence address is in Manchester, United Kingdom and Dean Bowman, whose residence address is in Fernandina Beach, FL, US have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226R, the specification of which was filed on October 21, 2019 and accorded Serial No. 62/924,167; and have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226U; and

Whereas Bentley Systems, Incorporated, whose address is 685 Stockton Drive, Exton, PA, 19341, US, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we, hereby, without reservation:

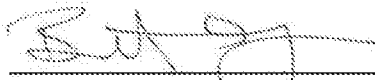
1. Assign, transfer and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all provisional, divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make,

use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment on the dates indicated next to our names.

10/2/2020  
Date

  
Jonathan Cunningham, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Orton, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ryan Posnikoff, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graham Lee, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Bowman, Inventor

PATENTS  
107051-0226R  
107051-0226U

July 12, 2021  
Date



Bentley Systems, Incorporated, Assignee

David Shaman

Name

Chief Legal Officer

Title



**Bentley**  
Sustaining Infrastructure

# Bentley Systems, Incorporated and its Subsidiaries Employment Agreement

NAME: Gary Orkin

EMPLOYEE #: 1301217

LOCATION: Albion

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT YOU ARE REQUIRED TO OBSERVE AS AN EMPLOYEE OF BENTLEY SYSTEMS, INCORPORATED AND/OR ITS SUBSIDIARIES WHO IS EXPOSED TO HIGHLY SENSITIVE TECHNOLOGY AND STRATEGIC INFORMATION IN PERFORMING RESEARCH AND DEVELOPMENT. THIS AGREEMENT IS INTENDED TO PROTECT BOTH YOU AND BENTLEY STRIKING A FAIR BALANCE BETWEEN BENTLEY'S INTERESTS AND YOUR NEEDS AND EXPECTATIONS.

THIS AGREEMENT, effective as of the date shown below, is by and between Bentley and you, as an employee. All references herein to "Bentley" include Bentley Systems, Incorporated and all of its direct and indirect subsidiaries.

## SECTION 1 - SCOPE OF DUTIES

**1.1 Employment by Bentley as Sole Occupation.** You agree to devote your full business time, attention, skill, and effort to the performance of the duties that Bentley may assign you from time to time. You may not engage in any business activities or render any services of business, commercial, or professional nature, whether or not for compensation, for the benefit of anyone other than Bentley which is competitive to Bentley's business or which interferes with your obligation to Bentley, unless Bentley has given its consent in writing in advance.

**1.2 Noninterference With Third-Party Rights.** Bentley is employing you with the understanding that (1) you are free to enter into employment with Bentley; and (2) only Bentley is entitled to the benefit of your work. Bentley has no interest in using any other person's patents, copyrights, trademarks, trade secrets, or other intellectual property rights in an unlawful manner. You should be careful not to misapply proprietary information that Bentley has no right to use. You should be particularly careful about utilizing any of the information you learned while working for another employer. You represent that you do not currently have access to, and will not attempt to gain access to, any third party's source code or other proprietary information, unless legally authorized. If such proprietary information should become known to you by chance, or if you can recall specific proprietary information from memory, you agree not to use that information unlawfully to Bentley's advantage in the course of developing Bentley products. Finally, you also agree to develop all Work Product (as defined in Section 2.2e.) in a manner that avoids even the appearance of infringement of any third party's intellectual property rights.

## SECTION 2 - OWNERSHIP OF EMPLOYEE DEVELOPMENTS

**2.1 Existing Proprietary Rights.** The following patents, patent applications, copyrights, trade secrets, and trademarks are the only intangible interests and properties that you own, or have any claim in, at the time of execution of this Agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you do not claim an interest in pre-existing works, then simply write "NONE" above or leave the space blank. If necessary, please attach an additional page.

## 2.2 Ownership of Work Product.

**a.** Bentley shall own all Work Product (as defined in Section 2.2e.). All Work Product shall be considered work made for hire by you and owned by Bentley.

**b.** If any of the Work Product may not, by operation of law, be considered work made for hire by you for Bentley, or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively in Bentley, you agree to assign, and upon creation thereof automatically assign, without further consideration, the ownership of all Trade Secrets (as defined in Section 3.2), U.S. and international copyrights, patentable inventions, and other intellectual property rights, however characterized, therein to Bentley, its successors, and assigns.

**PATENT**

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c. Bentley, its successors, and assigns, shall have the right to obtain and hold in its or their own name copyrights, registrations, and any other protection available in the Work Product.

d. You agree to perform, upon the reasonable request of Bentley, during or after your employment, such further acts as may be necessary or desirable to transfer, perfect, and defend Bentley's ownership of the Work Product. When requested, you will:

1. Execute, acknowledge, and deliver any requested affidavits and documents of assignment and conveyance;
2. Obtain and aid in the enforcement of copyrights and, if applicable, patents with respect to the Work Product in any countries;
3. Provide testimony in connection with any proceeding affecting the right, title, or interest of Bentley in any Work Product; and
4. Perform any other acts deemed necessary or desirable to carry out the purposes of this Agreement.

Bentley shall reimburse all reasonable out-of-pocket expenses incurred by you at Bentley's request in connection with the foregoing, including (unless you are otherwise being compensated at the time) a reasonable per diem or hourly fee for services rendered following termination of your employment.

e. For purposes hereof, "Work Product" shall mean all intellectual property rights, including all Trade Secrets (as defined in Section 3.2), U.S. and international copyrights, patentable inventions, discoveries and improvements, and other intellectual property rights, in any programming, documentation, technology, or other work product that relates to the business and interests of Bentley and that you conceive, develop, or deliver to Bentley at any time during the term of your employment. Work Product shall also include all intellectual property rights in any programming, documentation, technology, or other work product that is now contained in any of the products or systems, including development and support systems, of Bentley to the extent you conceived, developed, or delivered such Work Product to Bentley prior to the date of this Agreement while you were engaged as an independent contractor or an employee of Bentley. Work Product will further include any and all rights in any pre-existing programming, documentation, technology, or other work product provided to Bentley during the course of your employment or engagement as an independent contractor unless you have specifically disclosed such pre-existing work to Bentley under Section 2.1 above, and regardless of whether or not it arises specifically out of your work for Bentley. You hereby irrevocably relinquish for the benefit of Bentley and its assigns any moral rights in the Work Product recognized by applicable law.

## Section 3-CONFIDENTIALITY

**3.1 Consequences of Entrustment With Sensitive Information.** You should recognize that your position with Bentley requires considerable responsibility and trust. Relying on your ethical responsibility and undivided loyalty, Bentley expects to entrust you with highly sensitive, confidential, restricted, and proprietary information involving Trade Secrets (as defined in Section 3.2). You are legally and ethically responsible for protecting and preserving Bentley's proprietary rights for use only for Bentley's benefit, and these responsibilities may impose unavoidable limitations on your ability to pursue some kinds of business opportunities that might interest you during or after your employment.

**3.2 Trade Secrets Defined.** For purposes of this Agreement, a "Trade Secret" is any information, including but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, employee performance and compensation information, product plans, pricing information, business strategies, or lists of actual or potential customers or suppliers that: (1) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from their disclosure or use; and (2) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

**3.3 Trade Secrets of Third Parties.** Bentley is bound by written agreements and other obligations with customers, suppliers, licensors and other third parties restricting Bentley's use and disclosure of the third party's confidential and proprietary information involving Trade Secrets. If an employee receives confidential and proprietary information from third parties involving Trade Secrets, he or she must inquire as to what restrictions apply to the use and further disclosure of that information. If a third party presents Bentley with an unsolicited submission of an invention, technology, or other suggestions or ideas proposed for use in Bentley's business, the employee receiving such submission should not review the submission, and should immediately forward it to Bentley's Legal Department for handling in accordance with Bentley's procedures.

**3.4 Restrictions on Use and Disclosure of Trade Secrets.** You agree not to use or disclose any Trade Secrets of Bentley or any third parties who have provided such information in confidence during your employment and for so long afterwards as the pertinent information or data remain Trade Secrets, regardless of whether the Trade Secrets are in written or tangible form, except as required to perform any duties for Bentley.



**3.5 Screening of Public Releases of Information.** In addition, and without any intention of limiting your other obligations under this Agreement in any way, you should not, during your employment, reveal any nonpublic information concerning the technology pertaining to the proprietary products and manufacturing processes of Bentley (particularly technology under current development or improvement), unless you have obtained approval from your department head in advance. In that connection, you should submit to your department head for review any proposed scientific and technical articles and the text of any public speeches relating to work done for Bentley before they are released or delivered.

**3.6 Disclosure Obligations.** All employees who have contractual obligations or other obligations to a former employer with respect to the former employer's confidential or proprietary information have an obligation to fully disclose those restrictions to Bentley prior to beginning work and to fully abide by them. You represent and warrant that any Work Product (as defined in Section 2.2e.) does not and will not in any way conflict with any obligations you may have with any prior employer or contractor.

**3.7 Continuance of Employment.** The faithful observance of this Agreement by you is, and shall remain, a condition to your employment. Your employment is terminable at will by either you or Bentley at any time. Bentley reserves the absolute right to make any changes in assignment, personnel, or employee benefits at any time as permitted by applicable law.

**3.8 Termination of Employment.** Should your employment with Bentley end for any reason, you will be required to attend an exit interview with a member of Bentley's Human Resources Department. At the time of this exit interview you will be asked to re-confirm your understanding of your continuing obligations as set forth in this Agreement, as well as sign a form indicating that you have returned all Bentley property in your possession. Compliance with this process is a pre-condition to obtaining any severance pay or unpaid wages, if any. Furthermore, you agree that Bentley may contact any of your future employers to inform them of your continuing obligations to protect Bentley's proprietary information, Work Product (as defined in Section 2.2e.), and Trade Secrets (as defined in Section 3.2).

#### Section 4-RETURN OF MATERIALS

Upon the request of Bentley and, in any event, upon the termination of your employment, you must return to Bentley and leave at its disposal all memoranda, notes, records, drawings, manuals, computer programs, documentation, diskettes, computer tapes, and other documents or media pertaining to the business of Bentley or your specific duties for Bentley, including all copies of such materials. You must also return to Bentley and leave at its disposal all materials involving any Trade Secrets of Bentley, its affiliates and third parties. This Section 4 is intended to apply to all materials made or compiled

by you, as well as to all materials furnished to you by anyone else in connection with your employment.

#### Section 5-CLEARANCE PROCEDURE FOR PROPRIETARY RIGHTS NOT CLAIMED BY BENTLEY

If you ever wish to create or develop, on your own time and with our own resources, anything that may be considered Work Product (as defined in Section 2.2e. of this Agreement) but to which you believe you should be entitled to the personal benefit of, you are required to follow the clearance procedure set forth below in order to ensure that Bentley has no claim to the proprietary rights that may arise.

Before you begin any development work on your own time, you must give Bentley advance notice of your plans and supply a description of the development under consideration. Unless otherwise agreed in a writing signed by Bentley prior to receipt, Bentley shall have no obligation of confidence with respect to such description. Bentley will determine, in good faith, within thirty (30) days after you have fully disclosed your plans to Bentley, whether the development is claimed by Bentley. If Bentley determines that it does not claim such development, you will be notified in writing and may retain ownership of the development to the extent of what has been disclosed to Bentley. You should submit for further clearance any significant improvement, modification, or adaptation so that it can be determined whether the improvement, modification, or adaptation relates to the business or interests of Bentley.

Clearance under this procedure does not relieve you of the need to obtain the written consent of Bentley before engaging in business activities or rendering business, commercial, or professional services for the benefit of anyone other than Bentley, as required by Section 1.1 of this Agreement.

#### Section 6-IMPLEMENTATION

**6.1 Severability.** The covenants in this Agreement shall be construed as covenants independent of one another and as obligations distinct from any other contract between you and Bentley. Any claim that you may have against Bentley shall not constitute a defense to enforcement by Bentley of this Agreement.

**6.2 Survival of Obligations.** The covenants, representation and warranties made by you in Sections 1 through 5 of this Agreement, including any documents incorporated therein by reference, shall survive termination of your employment, regardless of who causes the termination and under what circumstances.

**6.3 Specific Performance and Consent to Injunctive Relief.** Irreparable harm should be presumed if you breach any covenant in this Agreement. The faithful observance of all covenants in this



Agreement is an essential condition to your employment, and Bentley is depending upon absolute compliance. Damages would probably be very difficult to ascertain if you breached any covenant in this Agreement. This Agreement is intended to protect the proprietary rights of Bentley in many important ways. Even the threat of any misuse of the technology of Bentley would be extremely harmful, since that technology is essential to the business of Bentley. In light of these facts, you agree that any court of competent jurisdiction should immediately enjoin any breach of this Agreement upon the request of Bentley, and you specifically release Bentley from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

6.4 **Notices.** All notices required under this Agreement shall be made in writing and shall be deemed given when: (1) delivered in person; (2) deposited in the U.S. mail, first class, with proper postage prepaid and properly addressed; or (3) sent through Bentley's interoffice delivery service or Bentley's electronic mail system, if you are still employed by Bentley at the time.

6.5 **Related Parties.** This Agreement shall inure to the benefit of, and be binding upon, Bentley and its subsidiaries and its affiliates, together with their successors and assigns, and you, together with your executor, administrator, personal representative, heirs, and legatees.

6.6 **Merger.** This Agreement merges and supersedes all prior and contemporaneous agreements, undertakings, covenants, or conditions, whether oral or written, express or implied, to the extent that they contradict or conflict with the terms and conditions hereof. This Agreement is not intended to modify or impair the effectiveness of the general rules and policies which Bentley may announce from time to time.

6.7 **Choice of Law.** This Agreement shall be governed by and enforced under the laws of the Commonwealth of Pennsylvania, whose courts, state and federal, shall have exclusive jurisdiction to hear all disputes surrounding this Agreement.

6.8 **Code of Conduct.** By signing this Agreement, you hereby acknowledge that you have been provided access to the Bentley Code of Conduct and agree to be bound by the terms and conditions of the Bentley Code of Conduct as updated from time to time in the sole discretion of Bentley. You are also required to acknowledge your acceptance of Code of Conduct on the dedicated web page.

WITNESS WHEREOF, you, as an employee of Bentley, have entered and executed this Agreement, and Bentley has accepted your undertaking.

Employee Name (Print): Gary Eaton Address: 807 Beach Ave Cold Lake AB  
Social Security No.: 455-378-778 Date: May 22 - 2014

Acknowledged and Accepted By Bentley Systems, Incorporated:

[Signature] 05/26/2014  
Bentley Representative

## ASSIGNMENT

Whereas We, Jonathan Cunningham, whose residence address is in Calgary, AB, Canada, Gary Orton, whose residence address is in Vancouver, BC, Canada, Ryan Posnikoff, whose residence address is in Vernon, BC, Canada, Graham Lee, whose residence address is in Manchester, United Kingdom and Dean Bowman, whose residence address is in Fernandina Beach, FL, US have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226R, the specification of which was filed on October 21, 2019 and accorded Serial No. 62/924,167; and have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226U; and

Whereas Bentley Systems, Incorporated, whose address is 685 Stockton Drive, Exton, PA, 19341, US, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we, hereby, without reservation:

1. Assign, transfer and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all provisional, divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make,

use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment on the dates indicated next to our names.

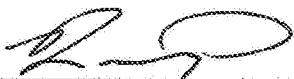
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Date

\_\_\_\_\_  
Jonathan Cunningham, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Orton, Inventor

02 Oct 2020  
Date

  
\_\_\_\_\_  
Ryan Posnikoff, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graham Lee, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Bowman, Inventor



July 12, 2021

Date



Bentley Systems, Incorporated, Assignee

David Shaman

Name

Chief Legal Officer

Title



### ASSIGNMENT

Whereas We, Jonathan Cunningham, whose residence address is in Calgary, AB, Canada, Gary Orton, whose residence address is in Vancouver, BC, Canada, Ryan Posnikoff, whose residence address is in Vancouver, BC, Canada, Graham Lee, whose residence address is in Manchester, United Kingdom and Dean Bowman, whose residence address is in Fernandina Beach, FL, US have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226R, the specification of which was filed on October 21, 2019 and accorded Serial No. 62/924,167; and have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226U; and

Whereas Bentley Systems, Incorporated, whose address is 685 Stockton Drive, Exton, PA, 19341, US, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we, hereby, without reservation:

1. Assign, transfer and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all provisional, divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make,

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107051-0226R  
107051-0226U

use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment on the dates indicated next to our names.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Cunningham, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Orion, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ryan Posnikoff, Inventor

09/21/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Graham Lee, Inventor

\_\_\_\_\_  
Date

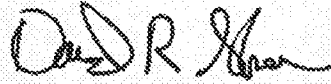
\_\_\_\_\_  
Dean Bowman, Inventor



PATENTS  
107051-0226R  
107051-0226U

July 12, 2021

Date



Bentley Systems, Incorporated, Assignee

David Shaman

Name

Chief Legal Officer

Title

## ASSIGNMENT

Whereas We, Jonathan Cunningham, whose residence address is in Calgary, AB, Canada, Gary Orton, whose residence address is in Vancouver, BC, Canada, Ryan Posnikoff, whose residence address is in Vernon, BC, Canada, Graham Lee, whose residence address is in Manchester, United Kingdom and Richard Dean Bowman, whose residence address is in Fernandina Beach, FL, US have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226R, the specification of which was filed on October 21, 2019 and accorded Serial No. 62/924,167; and have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled HEAVY EQUIPMENT PLACEMENT WITHIN A VIRTUAL CONSTRUCTION MODEL AND WORK PACKAGE INTEGRATION, identified by Cesari and McKenna File No. 107051-0226U; and

Whereas Bentley Systems, Incorporated, whose address is 685 Stockton Drive, Exton, PA, 19341, US, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we, hereby, without reservation:

1. Assign, transfer and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all provisional, divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make,

use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment on the dates indicated next to our names.

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\_\_\_\_\_  
Jonathan Cunningham, Inventor

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Date

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Gary Orton, Inventor

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Date

\_\_\_\_\_  
Ryan Posnikoff, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graham Lee, Inventor

10/4/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Richard Dean Bowman, Inventor

July 12, 2021

Date



Bentley Systems, Incorporated, Assignee

David Shaman

Name

Chief Legal Officer

Title