PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7576451

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/06/2022
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
HEXAGON ACCELERATOR INC.	08/09/2022

RECEIVING PARTY DATA

Name:	INTERGRAPH CANADA ULC	
Street Address:	2912 MEMORIAL DRIVE S.E.	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2A7R9	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9858535

CORRESPONDENCE DATA

Fax Number: (256)730-8929

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.

Phone: 256-730-2000

Email: patents@intergraph.com

Correspondent Name: VICTOR PATE

Address Line 1: 305 INTERGRAPH WAY Address Line 4: MADISON, ALABAMA 35758

ATTORNEY DOCKET NUMBER:	INNOVATIAACC001
NAME OF SUBMITTER:	VICTOR PATE
SIGNATURE:	/Victor Pate/
DATE SIGNED:	10/05/2022

Total Attachments: 4

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PATENT REEL: 061325 FRAME: 0958 507529558

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Agreement") shall have effect from April 6, 2022 and made between:

- (1) **HEXAGON ACCELERATOR INC.**, a company continued under the laws of the Province of British Columbia (the "**Transferor**"); and
- (2) **INTERGRAPH CANADA ULC**, an unlimited liability company incorporated under the laws of the Province of Alberta (the "**Transferee**"). (The Transferor and the Transferee are jointly referred to as the "**Parties**".)

WHEREAS, the Transferor is the owner of all the intellectual property listed in <u>Appendix 1</u>, together with any intellectual property rights related thereto, including, but not limited to, the worldwide rights to (i) trademarks, service marks, trade dress, trade names, logos, domain names and corporate names, and other identifiers of source, whether registered or existing at common law, including registrations and applications for registration thereof, (ii) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), and including all provisional applications, substitutions, continuations, continuations-in-part, patents of addition, improvement patents, divisions, renewals, reissues, confirmations, counterparts, re-examinations and extensions thereof and any patents or patent applications which correspond to or claim priority to any of the foregoing, (iii) all registered and unregistered statutory and common law copyrights and industrial designs, (iv) all registrations, applications, divisionals and renewals for any of the foregoing, (v) all related unregistered intellectual property including, without limitation, know-how and other identifiable or non-identifiable intangibles, and (vi) any foreign counter parts to the foregoing (the "Intellectual Property"); and

WHEREAS, the Transferor wishes to transfer and assign all of its right, title, benefit and interest to such Intellectual Property including the goodwill of the business symbolized by the Intellectual Property, as a distribution to Transferee and the Transferee desires to accept such transfer of such Intellectual Property.

NOW THEREFORE, the Parties agree as follows:

1. ASSIGNMENT

- 1.1 Upon execution of this Agreement:
 - the Transferor transfers, assigns, conveys and delivers, unconditionally and absolutely, to the Transferee and its successors and assigns (i) all of its right, title, benefit and interest to the Intellectual Property, including the goodwill of the business symbolized by the Intellectual Property, and any claims of infringement thereof and (ii) to the extent permitted by applicable law and agreement, rights to certain third party owned content, in all cases only to the extent related to the Intellectual Property and transferable; 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 Intellectual Property assets, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in its name or otherwise, but at the direction and expense and for the benefit of Transferee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Transferee, its successors or assigns shall deem advisable, 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.

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2. **ACCEPTANCE**

2.1 The Transferee accepts Transferor's transfer and assignment to Transferee of its rights hereunder.

MISCELLANEOUS 3.

- 3.1 Amendment. No amendment, modification or waiver in respect of this Agreement will be effected unless in writing and executed by each of the Parties.
- 3.2 Further Assurances. 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).
- 3.3 Counterparts. 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.

4. **GOVERNING LAW**

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Alberta.

IN WITNESS WHEREOF, the Parties have signed this Agreement on August 9, 2022 effective from April 6, 2022.

HEXAGON ACCELERATOR INC.

Leigh Ann Flynn Name: Leigh Ann Flynn

Title: Director

INTERGRAPH CANADA ULC

leigh Ann Flynn Name: Leigh ได้ก็ก็ก็ก็ได้ก็ก Name: Steven Cost

Title: Director Title: Director

APPENDIX 1

TRADEMARK REGISTRATIONS

Trade Name:	Procedure Accelerator
Current Owner:	Innovatia Accelerator Inc.
English Title:	N/A
Jurisdiction:	Canada
Application, serial or registration:	N/A

Trade Mark:	Digital Triplet
Type:	Standard Characters
Current Owner:	Innovatia Accelerator Inc.
Jurisdiction:	Canada
Application, serial or registration:	2087919
Date Filed:	2021-02-06
Status:	Filing accepted however not yet assigned to examiner (as of
	November 26, 2021)
Classifications:	Nice Classification - Goods: 9
	Nice Classification - Services: 35, 41, 42, 45

Trade Mark:	KMS Accelerator Powered by Innovatia (see below)
Type:	Design
Current Owner:	Innovatia Accelerator Inc.
English Title:	KMS ACCELERATOR POWERED BY INNOVATIA
Jurisdiction:	Canada
Application, serial or registration:	2025723
Date Filed:	2020-04-03
Status:	Awaiting Examination (as of November 26, 2021)
Classifications:	Vienna Information: 24.15.21, 15.9.1, A15.9.11, 26.1.3,
	A26.1.18, A26.1.19, 27.5.1, A27.5.8
	Nice Classification - Goods: 9
	Nice Classification - Services: 41, 42



PATENTS

Patent Number:	2756597 (This patent has since been abandoned)
Patent Application Number:	CA 2756597
English Title:	System and method for dynamic generation of procedures
Jurisdiction:	Canada
International Patent Classification:	G06Q 10/06 (2012.01)
Date Filed:	October 25, 2011

Patent Number:	9858535

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PATENT REEL: 061325 FRAME: 0961

Patent Application Number:	13/281,302
English Title:	System and method for dynamic generation of procedures
Jurisdiction:	USA
International Patent	G06F 12/00 (2006.01)
Classifications:	G06F 15/167 (2006.01)
	G06F 3/048 (2006.01)
Date Filed:	October 25, 2011

DOMAIN NAMES

Domain Name:	https://www.acceleratorkms.com/
Jurisdiction:	Canada
Application, serial or registration:	N/A

Domain Name:	www.procedureaccelerator.com
Jurisdiction:	Canada
Application, serial or registration:	N/A

UNREGISTERED COPYRIGHTS

The unregistered copyright in Hexagon Accelerator Inc.'s software source code, all related product documentation and all other original works created by or for the Hexagon Accelerator Inc.

SOFTWARE PRODUCTS

AcceleratorKMS Native Mobile Applications AcceleratorKMS AcceleratorDI (DI)

PATENT CAN_DMS: \146523330\2 2 REEL: 061325 FRAME: 0962