

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7691127

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HEXAGON XALT SOLUTIONS INC.	10/01/2022
RECEIVING PARTY DATA		
Name:	HEXAGON TECHNOLOGY CENTER GMBH	
Street Address:	HEINRICH-WILD-STRASSE 201	
City:	HEERBRUGG	
State/Country:	SWITZERLAND	
Postal Code:	9435	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	8423561	
Patent Number:	8943078	
Patent Number:	8983984	
Patent Number:	10108743	
CORRESPONDENCE DATA		
Fax Number:		
<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:	256-730-2000	
Email:	victor.pate@hexagon.com	
Correspondent Name:	VICTOR PATE	
Address Line 1:	305 INTERGRAPH WAY	
Address Line 4:	MADISON, ALABAMA 35758	
ATTORNEY DOCKET NUMBER:	XALT-HTC PAT. ASSIGNMENTS	
NAME OF SUBMITTER:	VICTOR PATE	
SIGNATURE:	/Victor Pate/	
DATE SIGNED:	12/13/2022	
Total Attachments: 5		
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PATENT

REEL: 062067 FRAME: 0845

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “**Agreement**”) is dated October 1, 2022 and made between:

- (1) **HEXAGON XALT SOLUTIONS INC.**, a Delaware corporation (the “**Transferor**”);
and
- (2) **HEXAGON TECHNOLOGY CENTER GMBH**, a limited liability company formed under the laws of Switzerland (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 Appendix 1, together with any intellectual property rights related thereto, including, but not limited to, the worldwide rights to trademarks, service marks, logos, and other identifiers of source, including registrations and applications for registration thereof, patents and all reissues, reexaminations, extensions, continuations in part, continuing prosecution applications, provisional and divisions of such patents and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all related unregistered intellectual property without limitation, including know-how and other identifiable or non-identifiable intangibles, and any foreign counter parts to the foregoing (the “**Intellectual Property**”); and

WHEREAS, the Transferor wishes to transfer and assign all its economic and other rights to such Intellectual Property, including the goodwill of the business symbolized by the Intellectual Property, with a value as defined in Appendix 3 and the Transferee desires to accept such transfer of such Intellectual Property and agrees to pay the same amount as a sales price to the Transferor under the Payment Terms defined in Appendix 3 (“**Sales Price**”).

NOW THEREFORE, the Parties agree as follows:

1. ASSIGNMENT

1.1 Upon execution of this Agreement:

- a) the Transferor transfers, assigns, conveys and delivers to the Transferee and its successors and assigns (i) full legal title and all of its economic and other rights 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 as described in Appendix 2 attached hereto, in all cases only to the extent transferable;
- 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;

- c) Transferee shall make a payment to Transferor in the amount of the Sales Price, as defined in Appendix 3, as consideration for Transferor's transfer and assignment to Transferee of its rights to the Intellectual Property; and
- d) the Transferor and the Transferee will execute any and all IP assignment agreements necessary for recordation purposes to implement this Agreement.

2 ACCEPTANCE

The Transferor accepts Transferee's payment in the amount of the Sales Price, as defined in Appendix 3, as consideration for Transferor's transfer and assignment to Transferee of its rights to the Intellectual Property.

3. MISCELLANEOUS

- 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

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

IN WITNESS WHEREOF, the Parties have duly **executed** this Agreement as of the day and year first above written.

HEXAGON XALT SOLUTIONS, INC.



Name: Asif Rana
Title: President



Name: Christophe Heyman
Title: COO

HEXAGON TECHNOLOGY CENTER GMBH

Name: Pascal Jordil
Title: Executive Director

Name: Benedikt Zebhauser
Title: IP Manager

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

HEXAGON XALT SOLUTIONS, INC.

Name: Asif Rana
Title: President

Name: Christophe Heyman
Title: COO

HEXAGON TECHNOLOGY CENTER GMBH



Name: Pascal Jordil
Title: Executive Director



Name: Benedikt Zebhauser
Title: IP Manager

Intellectual Property

None.

Hexagon Reference		Application Number	Published Patent	Legal Status
KZP-55779	US	12/829,680	US 8,423,561 B2	patent granted/issued
KZP-55779	US1	13/830,667	US 8,943,078 B2	patent granted/issued
KZP-55779	US2	14/106,427	US 8,983,984 B2	patent granted/issued
KZP-55779	US3	14/603,069	US 10,108,743 B2	patent granted/issued
KZP-55779	US4	16/123,453		application lapsed/withdrawn
KZP-55779	USP	61/222,557		provisional expired
KZP-55779	USP1	61/736,882		provisional expired

None.

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