

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377668

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900357949

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ventyx Inc.		05/02/2011	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ABB Technology Ltd
Street Address:	Affolternstrasse 44
City:	Zurich
State/Country:	SWITZERLAND
Postal Code:	CH-8050
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1833747	ENERLINK
Registration Number:	1839740	ENERLINK
Registration Number:	1894581	METERLINK
Registration Number:	2026027	WINCALC

CORRESPONDENCE DATA

Fax Number: 3177133699

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: 317-713-9458

Email: lschodrowski@taftlaw.com, jhoudek@taftlaw.com

Correspondent Name: Jason Houdek

Address Line 1: Taft Stettinius & Hollister LLP

Address Line 2: One Indiana Square, Ste. 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: ABBI-888

DOMESTIC REPRESENTATIVE

Name: Jason A. Houdek

Address Line 1: Taft Stettinius & Hollister LLP

Address Line 2:	One Indiana Square, Ste. 3500
Address Line 4:	Indianapolis, INDIANA 46204
NAME OF SUBMITTER:	Lisa Schodrowski
SIGNATURE:	/Lisa Schodrowski/
DATE SIGNED:	03/23/2016
Total Attachments: 7 source=To Record CHTET-Hansen Assignment#page1.tif source=To Record CHTET-Hansen Assignment#page2.tif source=To Record CHTET-Hansen Assignment#page3.tif source=To Record CHTET-Hansen Assignment#page4.tif source=To Record CHTET-Hansen Assignment#page5.tif source=To Record CHTET-Hansen Assignment#page6.tif source=To Record CHTET-Hansen Assignment#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of May 15, 2014 by ABB Technology Ltd, a Swiss corporation ("IP Company"), in favor of Hansen, LLC ("Buyer"), the purchaser of certain assets of IP Company and Ventyx Inc., a Delaware corporation (together with IP Company, the "Sellers"), pursuant to an Asset Purchase Agreement dated of even date herewith among Buyer and Sellers (the "Purchase Agreement").

A. Pursuant to the Purchase Agreement, IP Company has conveyed, transferred and assigned to Buyer as of the date hereof, among other assets, certain intellectual property of IP Company, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

B. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them by the Purchase Agreement.

NOW, THEREFORE, IP Company agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, IP Company hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of IP Company's right, title and interest in and to the following (the "IP Company Intellectual Property"):

(a) the copyrights set forth on Schedule 1 hereto, including without limitation all federal, state, common law and foreign copyright rights associated therewith, as well as the copyright registrations therefor as set forth in Schedule 1 hereto, and all applications, issuances, registrations, extensions and renewals thereof (the "Copyrights");

(b) the trademarks set forth on Schedule 2 hereto, including without limitation all federal, state, common law, and foreign trademark and servicemark rights associated therewith, as well as the trademark registrations therefor as set forth in Schedule 2 hereto, together with the goodwill connected with the use of all of the foregoing and the goodwill symbolized thereby, and all applications, issuances, registrations, extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of IP Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past,

present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. IP Company authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Buyer. IP Company shall take such steps and actions following the date hereof as reasonably requested by Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that the assignment of the IP Company Intellectual Property is properly recorded to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

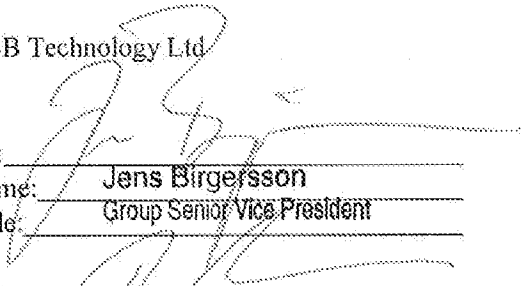
5. Assignment, Successors and Assigns. The respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other parties. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

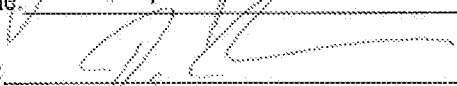
6. Governing Law. The validity, interpretation and effect of this Assignment shall be governed exclusively by the laws of the State of Delaware, excluding its conflict of laws provisions.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, IP Company has duly executed and delivered this Assignment as of the date first above written.

ABB Technology Ltd

By: 
Name: Jens Birgerfsson
Title: Group Senior Vice President

By: 
Name: Daniel Stalder
Title: VP Finance EMEA

Hansen, LLC

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, IP Company has duly executed and delivered this Assignment as of the date first above written.

ABB Technology Ltd

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Hansen, LLC

By: 
Name: ANDREW HANSEN
Title: MANAGING DIRECTOR

SCHEDULE 1

Assigned Copyrights and Copyright Applications

Issued Copyrights

Copyright	Reg. No.	Reg. Date	Record Owner
Indus Customer Suite 4.01	TX6598482	February 26, 2007	Ventyx Inc.*
REACT system user manuals: v. 1-[7]	TXu 64-021	March 13, 1981	Ventyx Inc.*
TASC system computer source programs: v. 1-4	TXu 94-914	February 18, 1982	Ventyx Inc.*
Banner CIS system	TXu 565-283	March 12, 1983	Ventyx Inc.*
RECAP system computer source programs: v. 1-11	TXu 65-327	December 30, 1980	Ventyx Inc.*
RECAP system file layout descriptions	TXu 65-326	December 30, 1980	Ventyx Inc.*
React system computer source programs: v. 1-[9]	TXu 60-591	January 27, 1981	Ventyx Inc.*

*Record ownership has not been updated to reflect ABB Technology Ltd.

Pending Copyright Applications

None.

SCHEDULE 2

Assigned Trademark Registrations

Trademark	Country	Registration No.	Registration Date	Record Owner
ENERLINK	U.S.	1833747	May 3, 1994	Ventyx Inc.*
ENERLINK	U.S.	1839740	June 14, 1994	Ventyx Inc.*
METERLINK	U.S.	1894581	May 16, 1995	Ventyx Inc.*
WINCALC	U.S.	2026027	December 24, 1996	Indus International, Inc.*
ENERLINK	Chile	511,120	April 28, 1998	Science Applications International Corporation*
ENERLINK	Colombia	248593	N/A	The Southern Development and Investment Group, Inc. US Federal*
ENERLINK	Community Trademark	000400853	June 22, 1998	Indus International, Inc.*
ENERLINK	Indonesia	420308 <u>Application Number:</u> <u>D9720828</u>	N/A	The Southern Development and Investment Group, Inc. Atlanta US (United States of America)*
ENERLINK	Peru	042591	N/A	The Southern Development and Investment Group, Inc. US Federal*

* Record ownership has not been updated, as these trademarks are not material to the conduct of the Business.

