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FORM PTO-1594 (Modified)  
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10-08-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

10-1-98

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Attorney Docket No.: 9330-120

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><b>Alexander Utility Engineering, Inc.</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>SpatialData, Inc.</b> 975 W. Bitters Road San Antonio, TX 78216</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Texas <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <b>November 1, 1996</b></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s):</p> <p><b>1,894,900</b></p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p><b>Karol A. Kepchar</b> <b>PANITCH SCHWARZE JACOBS &amp; NADEL, P.C.</b> One Commerce Square 2005 Market Street, 22nd Floor Philadelphia, PA 19103-7086 Telephone: 215-567-2020 Facsimile: 215-567-2991 E-Mail: kak@psjn.com</p>	<p>6. Total number of applications and registrations involved: <b>[1]</b></p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <b>40.00</b> _____ x \$25.00 = \$ _____ <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>16-0235</b></p>

DO NOT USE THIS SPACE

9. Statement and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Karol A. Kepchar  
Name of Person Signing

Signature

9/27/98  
Date

Total number of pages including cover sheet, attachments and document: **[4]**

OMB No. 0651-0011 (exp. 4/94)

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I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: U.S. PATENT AND TRADEMARK OFFICE OFFICE OF PUBLIC RECORDS, CRYSTAL GATEWAY 4, ROOM 335, WASHINGTON, D.C., 20231

BY:   
DATE: 9/28/98

## ASSET TRANSFER AGREEMENT

This Agreement between Alexander Utility Engineering, Inc. (AUE) and SpatialData, Inc. (SDI), is effective the 1st day of November, 1996.

This Agreement is entered into to facilitate further development of the following Spatial Data software programs: Spatial Data Address (formerly Spatial Data 911M and 911S); Spatial Data View (formerly Spatial Data SQU and View Contents); Spatial Data Parcel; and Spatial Data Electric (collectively, the "Products"), to further develop a close relationship with Bentley Systems, Inc. ("BSI") and to create software which is valuable to BSI and is in a separately acquirable package; all to the end that BSI will seek to acquire the Products on terms favorable to both AUE and SDI.

1. AUE hereby assigns to SDI all intangible assets and intellectual properties related to AUE's SpatialData and Bentley lines of products, including, without limitation, the Products, any rights related to patents, trademarks, copyrights, proprietary information, know-how related to the products, confidential information, trademarks, employment agreements, licenses to or from third parties U.S. Trademark registration No. 1,894,900 for SPATIALDATA, etc., and all distribution related to the Products, license, maintenance and support contracts for the Products including revenues therefrom.

2. AUE retains a perpetual license to use, distribute, copy, prepare derivative works, perform and display, etc., the Products including their revisions, modifications, and derivative works for AUE's internal purposes and use with AUE's own current and future clients, but not for commercial distribution separate from AUE's own provision of services to AUE's own clients. AUE will not develop computer software products for distribution to or use by third parties which compete with the Product. An exception is that if AUE requests SDI to perform a custom software development project and SDI declines, AUE has the right to fund its own development and own the rights to the specific development product.

3. SDI will compensate AUE by working with Bentley Systems, Inc. (BSI) to increase the value of the Products to Bentley for the purpose of making the Products valuable to BSI. SDI agrees to not merge nor transfer the Products in the absence of BSI agreeing to provide the following to AUE: AUE will receive, at no charge, ongoing use of and access to as many BSI Seats as AUE reasonably needs for internal use up to a maximum of 250 Seats. There is no limit to the number of licenses per Seat. The Seats may only be used by AUE in AUE offices, i.e., the license is not limited to AUE's San Antonio, Texas office. AUE will receive, at no charge, ongoing upgrades and software maintenance of these Seats. AUE will receive, at no charge, unlimited use and access to SDI products, except for services pursuant to AUE/SDI internal pricing as discussed herein. AUE will receive a license to act as a BSI distributor ISD to develop focused custom solutions upon SDI's BSI product base for software needs where SDI chooses to not develop that particular custom solution and will receive BSI MVAR and ISD status pursuant to BSI's standard agreements.

4. Each AUE division will continue to operate pursuant to its own separate profit and loss budget, billing other divisions of AUE and SDI at internal hourly billing rates for goods and services rendered. Internal hourly billing rates will continue to be designed to cover all costs of

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BY: *David L. Lutz*  
DATE: 1/28/98

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resources utilized as between AUE divisions and as between AUE divisions and SDI. Division 20's custom development services income from the open market will flow to Division 20 as has been done historically, i.e., Division 22 employees will provide services to Division 20 at an internal hourly billing rate for the same. Effective August 1, 1997, SDI will pay AUE at internal billing rates for the following services: (1) Division 20 - custom development as ISD (custom development projects outside SDI's development focus, i.e., CPS UGNET); and (2) Division 22 - SDI development. Division 22 employees will be transferred to SDI if and when SDI is acquired by BSI. AUE and SDI will thereafter continue to preferentially use each other's services (as against any third party) and pay for the same at internal hourly billing rates set to cover all costs of resources utilized between divisions or between AUE and SDI.

5. AUE will pay SDI's expenses and receive SDI's licensing revenues until SDI notifies AUE that SDI will take over those functions.

6. Any AUE employee having access to information which is confidential to SDI or who will create intellectual property to be owned by SDI will sign SDI's standard agreement concerning these matters. Ownership of intangible property rights created for SDI shall belong to SDI. AUE will sign any further or additional documents necessary to permit SDI to take full benefit of this.

7. AUE will not, except through SDI, develop or market any product that competes with BSI or SDI software products.

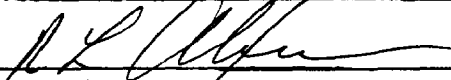
8. AUE represents and warrants to SDI that it owns and has the right to transfer the Products and the related intellectual property, no third party has rights in the Products or the related intellectual property, all of the Products and the intellectual property was independently developed by AUE, and there are no third-party programming or materials contained in the Products, and the Products do not contain derivative works of any programming or materials not owned in their entirety by AUE. AUE has not transferred any rights in and to the Products or the related intellectual property to any third party, except for licenses granted by AUE to certain end users of the Products. AUE has no liability for royalties, fees, payments, or other obligations to any third party relating to the Products or the related intellectual property. The Products and the activities of AUE relating thereto do not infringe, violate, misappropriate, or otherwise misuse any rights to intellectual property of other persons, and AUE has not received any complaint, claim, or notice alleging any such infringement, violation, misappropriation or misuse. There is no unauthorized use, infringement, violation, misappropriation or other misuse by others of the Products or the related intellectual property, except for the possible existence of users of the term SPATIALDATA. AUE has taken all reasonable steps to protect its rights in the Products and the related intellectual property including, without limitation, the execution and enforcement of confidentiality agreements with all employees, consultants and third parties who have had access to any information concerning the Products or the related intellectual property which is customarily considered to be proprietary or confidential by persons in a business similar to that of AUE, including, without limitation, the source code of the Products. To the best of AUE's knowledge, there have been no defects, errors, or bugs in the Products and there are no unremedied complaints from AUE's customers, clients, or end-users.

9. This is the entire agreement concerning its subject matter. This Agreement will be construed according to its fair meaning and not for or against either party. No representations or promises were made which are not contained in this Agreement. Any disputes between the parties concerning any matter whatsoever shall be resolved by binding arbitration according to the rules of the American Arbitration Association in San Antonio, Texas. An exception is that either party may seek temporary judicial orders for the protection of any right or asset pending confirmation of the arbitrator's award as a judgment.

ALEXANDER UTILITY ENGINEERING, INC.

SPATIALDATA, INC.

By:   
(Signature)

By:   
(Signature)

Richard L. Alexander  
(Printed Name)

Richard L. Alexander  
(Printed Name)

Title: President

Title: President

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