FORM PTO-1594
(Rev 5-93)

08-18-1999

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**101120388**

To the Honorable Commissic

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**U.S. DEPARTMENT OF COMMERCE**
Patent and Trademark Office

.hed original documents or copy thereof.

| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies): |
|---|---|

1. Name of conveying party(ies):

MSC.SOFTWARE CORPORATION

Individual(s) citizenship:

Association:
General Partnership:
Limited Partnership:
Corporation - State:   DELAWARE
Other:

Additional name(s) of conveying party(ies) attached?   [ ] Yes   [X] No

2. Name and address of receiving party(ies):

Name:  COMERICA BANK-CALIFORNIA
Address:  10900 WILSHIRE BLVD.
City:   LOS ANGELES State:  CA     Zip:  90024

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other:  a California chartered bank

If assignee is not domiciled in the United States, a domestic
representative designation is attached:      [ ] Yes [ ] No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?    [ ] Yes  [x] No

3. Nature of Conveyance:

[ ] Assignment              [ ] Merger
[X] Security Agreement      [ ] Change of Name
[ ] Other

Execution Date:   August 11, 1999

4. Application number(s) or trademark number(s):

A.  Trademark Application No.(s)

N/A

B.  Trademark Registration No.(s)

See attached sheet.

Additional numbers attached?    [ ] Yes     [X] No

5. Name and address of party to whom correspondence concerning
   document should be mailed:

Name:            Erin O'Brien
Internal Address:  **GRAY CARY WARE & FREIDENRICH**
                 401 B Street, Suite 1700
                 San Diego, California 92101-4297

6 Total number of applications and  registrations involved: 15

7. Total fee (37 CFR 3.41) . . . . . . $ **390.00**
[ ] Enclosed
[ X ] Authorized to be charged to deposit account

8.  Deposit account number: _07-1907_____

(Attach duplicate copy of this page if paying by deposit account)

**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.

| Erin O'Brien | *signature* | August 17, 1999 |
|---|---|---|
| Name of Person Signing | Signature | Date |

Total number of pages comprising cover sheet: [ 14 ]

**Mail Documents to be recorded with required cover sheet information to:**
**U.S. Patent and Trademark Office, Office of Public Records**
**1213 Jefferson Davis Highway, 3rd Floor**
**Arlington, VA 22202**

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1030967-909000

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|---|---|---|---|
| MSC | 16 | 1,324,421 | March 12, 1985 |
| MSC | 42 | 1,341,607 | June 11, 1985 |
| MSC | 09 | 1,571,643 | Dec. 19, 1989 |
| MSC | 09 | 2,075,622 | July 1, 1997 |
| MSC/ | 16 | 1,324,419 | March 12, 1985 |
| MSC/ | 09 | 1,330,631 | April 16, 1985 |
| MSC.cel | 09 | 1,525,384 | Feb. 21, 1989 |
| MSC/DYTRAN | 09 | 1,856,660 | Oct. 4, 1994 |
| MSC/MVISION | 09 | 2,075,722 | July 1, 1997 |
| MSC/PATRAN | 09 | 2,075,723 | July 1, 1997 |

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U.S. trademarks for obsolete products which are still in active use

| | | | |
|---|---|---|---|
| MSC/ARIES | 09 | 1,964,963 | April 2, 1996 |
| MSC.pal | 09 | 1,367,412 | Oct. 29, 1996 |
| MSC/PISCES | 09 | 1,647,975 | June 18, 1991 |
| MSC/XL | 09 | 2,021,105 | Dec. 3, 1996 |
| MSC/XL | 09 | 1,571,709 | Dec. 19, 1989 |

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 11, 1999 by and between Comerica Bank-California ("Bank") and MSC.Software Corporation., a Delaware corporation ("Grantor").

## RECITALS

A.      Bank has agreed to make certain advances of money and to extend certain other financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).  Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B.      Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and other obligations owing to Bank from time to time, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under certain property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement.  The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity.  Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ADDRESS OF GRANTOR:

815 Colorado Blvd.
Los Angeles, CA 90041

Attn: Mr. Lou Greco.

MSC.SOFTWARE CORPORATION

By: _____

Title: _____ C F O _____


BANK:

ADDRESS OF BANK:

10900 Wilshire Blvd.
Los Angeles, CA 90024

Attn: Mr. David Galst

COMERICA BANK-CALIFORNIA

By: _____

Title: _____ Vice President _____


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# EXHIBIT A

## Copyrights

MSC.Software Corporation has copyright applications pending for the following products:

MSC/NASTRAN
MSC/PATRAN
MSC/DYTRAN
MSC/MVISION ·

MSC.Software Corporation has the following copyrights registered with the United States Copyright Office:

| Title of Work: | Number |
|---|---|
| MSC/NASTRAN Numerical Methods User's Guide<br>        Version 68 | TX-4-122-699 |
| MSC/NASTRAN Release Notes<br>        Version 68 | TX 4-086-208 |
| MSC/CASE | TX 1 678 211 |
| NVH_Manager | TXu 672-362 |
| SubSystem – Modeler; SubSystem – Template | TXu 670-776 |
| The MacNeal-Schwendler Corporation:<br>        The First Twenty Years | TX – 2 332 521 |
| PROBE:  A computer Implementation of the p-Version<br>        of the Finite Element Method | TXu 196-340 |
| MACE | TX 1 752 523 |
| MSC/mod | TX 2 353 128 |
| MSC/CASE | TX 1 678 211 |
| MSC/CAL | TX 2 132 881 |
| MSC/CEL | TX 2-422-984 |
| MSC/AutoFEM | TX 1 974 358 |
| PISCES ELK Program, User Manuals | TX 2 066 001 |
| ADCAD2 User's Manual | TX 2 399 000 |

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|---|---|
| MSC/NASTRAN Common Questions and Answers Second Edition, Version 68 | TX 4-026-594 |
| MSC/NASTRAN: Common Questions & Answers For Version 67.5 | TX 3-838-796 |
| MSC/NASTRAN Bibliography Second Edition | TX 4-046-273 |
| MSC/NASTRAN Bibliography | TX 3-838-795 |
| MSC/NASTRAN Geometry Evaluator Developer's Guide | TX 4-119-779 |
| MSC/Nastran Aerolastic Analysis User's Guide, version 68 | TX 3-662-961 |
| MSC/NASTRAN Design Sensitivity and Optimization User's Guide, Version 68 | TX 4-018-132 |
| User's Guide: MSC/NASTRAN Design Sensitivity and Optimization (V.67) | TX 3-838-793 |
| Handbook for Structural Optimization (MSC/NASTRAN V.66) | TX 3 641 824 |
| User's Guide: MSC/NASTRAN Numerical Methods (V.67) | TX 3-838-789 |
| Handbook for Numerical Methods (MSC/NASTRAN V.65) | TX 3 641 825 |
| MSC/NASTRAN DMAP Module Dictionary Version 68 | TX 4-122-074 |
| Handbook for Non-Linear Analysis (Based on Version 67) | TX 3-838-843 |
| Getting Started with MSC/NASTRAN User's Guide | TX 3-852-596 |
| Users Manual – MSC/NASTRAN Version 67 | TX 3 663 368 |
| Users Manual (MSC/NASTRAN V.66) | TX 3 682 218 |
| MSC/NASTRAN Users Manual (MSC/NASTRAN V. 66A) Vol. 1 | TX 3-685-660 |
| MSC/NASTRAN Handbook for Superelement Analysis | TX 2-384-134 |
| MSC/NASTRAN Aeroelastic Supplement | TX 2 392 005 |

| | |
|---|---|
| MSC/NASTRAN Linear Static Analysis User's Guide Version 68 | TX 4-122-747 |
| MSC/NASTRAN Handbook for Linear Analysis | TX 2-443-605 |
| MSC/NASTRAN Handbook for Dynamic Analysis | TX 2 326 640 |
| MSC/NASTRAN Thermal Analysis User's Guide Version 68 | TX 4-121-462 |
| MSC/NASTRAN Handbook for Thermal Analysis | TX 2 326 641 |
| Introduction to MSC/NASTRAN Version 67 | TX 3 730 982 |
| Introduction to Finite Element Analysis and Nastran Utilization | TXu 230 999 |
| MSC/NASTRAN Installation and Operation Instructions SUN (Solaris) Version 68 | X 4-085-401 |
| MSC/NASTRAN Installation and Operation Instructions CRAY (UNICOS) | TX 4-085-400 |
| MSC/NASTRAN Installation and Operation Instructions CONVEX (ConvexOS)  Version 68 | TX 4-119-490 |
| MSC/NASTRAN Installation and Operation Instructions HP 9000 (HP-UX)  Version 68 | TX 4-119-491 |
| MSC/NASTRAN Installation and Operation Instructions IBM RISC System/6000 V. 68 | TX 4-119-494 |
| MSC/NASTRAN Installation and Operation Instructions SUN (SunOS) Version 68 | TX 4-119-492 |
| MSC/NASTRAN Installation and Operation | TX 4-119-495 |
| MSC/NASTRAN Installation and Operation Instructions Digital Alpha (OSF/1) Version 68 | TX 4-119-496 |
| MSC/NASTRAN Application Manual, Sections 7.6 & 7.7 Intel 386/486 (SCO UNIX) Version 67.5 | TX 4-112-410 |
| MSC/NASTRAN Application Manual, Sections 7.6 & 7.7 HITACHI (HI-OSF/1-MJ) Version 67.5 | TX 4-095-550 |
| MSC/NASTRAN Release Notes for Version 67.5 | TX 3 641 823 |
| MSC/NSTRAN V. 67.5 Installation Procedure for Convex | TX 3 641 821 |

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|---|---|
| MSC/NASTRAN V. 67.5<br>    Installation Procedure for CRAY (UNICOS) | TX 3 679 607 |
| MSC/NASTRAN V. 67.5<br>    Installation Procedure for DEC VAX (VMS) | TX 3-838-792 |
| MSC/NASTRAN V. 67R2 | TX 3-838-790 |
| MSC/NASTRAN V. 67.5<br>    Installation procedure for HP9000 (HP-UX) | TX 3-838-794 |
| MSC/NASTRAN, V. 67.5<br>    Installation Procedure for IBM RISC System 6000 | TX 3 641 822 |
| MSC/NASTRAN V. 67.5<br>    Installation Procedure for IBM (MVS/XA) | TX 3 679 606 |
| MSC/NASTRAN  V. 67.5<br>    Installation Procedure for SGI (IRIX) | TX 3-838-791 |
| MSC/NASTRAN V. 67.5<br>    Installation Procedure for Sun | TX 3 679 608 |
| MSR-48 MSGMESH USER'S GUIDE | A 791247 |
| MSC/NASTRAN APPLICATION MANUAL<br>[MSR-35, Jerrard A. Joseph, Editor, November 1972] | A 404717 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.1-C, 3/20/73 | A 550535 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.2-C, 5/1/73 | A 550534 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.3-C, 7/1/73 | A 550533 |
| MSC/NSTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.4-C, 8/1/73 | A 550532 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.5-C, 9/1/73 | A 550531 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.6-I, 10/10/73 | A 550536 |

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|---|---|
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.1-I, 3/20/73 | A 550537 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.5-I, 9/1/73 | A 550538 |
| MSC/NASTRAN APPLICATION MANUAL | A 550539 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.3-I, 7/1/73 | A 550540 |
| MSC/NSTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.2-I, 5/1/73 | A 550541 |
| MSC/NASTRAN APPLICATION MANUAL<br>    MSR-35 Update Documentation,<br>    Edition 73.6-C 10/10/73 | A 550542 |
| MSC/NASTRAN APPLICATION MANUAL FOR<br>    UNIVAC 1100 SERIES<br>    MSR-35  January 1974 | A 657365 |
| MSC/CDC NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.5  9/1/74 | A 657366 |
| MSC/CDC NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.4  6/20/74 | A 657367 |
| MSC/CDC NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.3  4/20/74 | A 657368 |
| MSC/NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.2-C  3/10/74 | A 657369 |
| MSC/NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.1-C  1/10/74 | A 657370 |
| MSC/IBM NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.5  9/1/74 | A 657371 |
| MSC/IBM NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.4  6/20/74 | A 657372 |
| MSC/IBM NASTRAN APPLICATION MANUAL<br>    Update Documentation 74.3  4/20/74 | A 657373 |

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|---|---|
| MSC/NASTRAN APPLICATION MANUAL<br>Update Documentation 74.2-I  3/10/74 | A 657374 |
| MSC/NASTRAN APPLICATION MANUAL<br>Update Documentation 74.1-I  1/10/74 | A 657375 |
| MSC/UNIVAC NASTRAN APPLICATION<br>MANUAL<br>Update Documentation 74.5  9/1/74 | A 657376 |
| MSC/UNIVAC NASTRAN APPLICATION<br>MANUAL<br>Update Documentation 74.4  6/20/74 | A 657577 |
| MSC/UNIVAC NASTRAN APPLICATION<br>MANUAL<br>Update Documentation 74.3  4/20/74 | A 657378 |
| MSC/NASTRAN APPLICATION MANUAL<br>MANUAL<br>Update Documentation 74.2-U  3/10/74 | A657379 |
| MSC/UNIVAC NASTRAN APPLICATION<br>MANUAL<br>{Update Documentation 75.1] | A 767282 |
| MSC/UNIVAC NASTRAN APPLICATION<br>MANUAL – 1975 Update Series<br>[Update Documentation 75.2] | A 791243 |
| MSC/IBM NASTRAN APPLICATION MANUAL<br>Update Series<br>[Update Documentation 75.2] | A 791244 |
| MSC/IBM NASTRAN APPLICATION MANUAL<br>Update Series<br>[Update Documentation 75.1] | A 791245 |
| MSC/CDC NASTRAN APPLICATION MANUAL<br>Update Series<br>[Update Documentation 75.1] | A 791246 |
| MSC/CDC 7600 NASTRAN APPLICATION<br>MANUAL – 1975 Update Series | A 791248 |
| MSC/CDC/6000 NASTRAN APPLICATION<br>MANUAL – 1975 Update Series<br>[Update Documentation 75-2] | A 791249 |

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| | |
|---|---|
| MSC/NSTRAN APPLICATION MANUAL<br>FOR CDC 7000 SERIES | A 792761 |
| MSC/XL Users Manual (Version 2.0) | TX 3-848-552 |
| MSC/XL Users Manual Version 1 | TX 3 658 655 |
| Concept Solids, Version 4.0.1 | TX 3 402 882 |
| MSC/WORLD<br>Version 2 | TX 4-096-538 |
| MSC/WORLD<br>Version 1 | TX4-087-159 |
| MSC/WORLD<br>Volume IV | TX 4-096-537 |
| MSC/WORLD<br>Volume IV2 | TX 4-087-167 |
| MSC/WORLD<br>Volume IV1 | TX 3-797-302 |
| MSC/WORLD<br>Volume III #3 | X 3 674 930 |
| MSC/WORLD<br>Volume III #2 | TX 3 674 928 |
| MSC/WORLD<br>Volume III #1 | TX 3 674 765 |
| MSC/WORLD<br>Volume II #2 | TX 3 674 767 |
| MSC/WORLD<br>Volume II #1 | TX 3 674 766 |
| MSC/WORLD<br>Volume 1 #2 | TX 3 674 931 |
| MSC/WORLD | TX 3 674 929 |
| MSC/MATE | TX 1 701 129 |
| MSC/pal 2 | TX 1 715 660 |

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# EXHIBIT B

## Patents

MSC.Software Corporation has a patent application pending for Distributed Application Queuing Service Method and Application.

PDA Engineering, Inc. has filed a transfer application to assign seven patents to MSC.Software Corporation, a copy of the application is attached hereto.

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# EXHIBIT C

## Trademarks

**MSC.Software Corporation has the following trademarks:**

<u>EU</u>

| <u>Name</u> | <u>Class</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|---|---|---|
| NASTRAN | 09, 16, 42 | 000184085 | April 1, 1996 |
| DYTRAN | 09, 16, 42 | 000184044 | April 1, 1996 |
| PATRAN | 09, 16, 42 | 000184143 | April 1, 1996 |
| MSC/NASTRAN | 09, 16, 42 | 000190777 | April 3, 1996 |
| MSC | 09, 16, 42 | 000183947 | April 1, 1996 |

<u>Benelux</u>

| | | | |
|---|---|---|---|
| DYTRAN | 09 | 577807 | May 24, 1995 |
| NASTRAN | 09 | 577809 | May 24, 1995 |
| MSC | 09 | 497449 | June 5, 1991 |

<u>France</u>

| | | | |
|---|---|---|---|
| MSC | 09, 16 | 1704054 | June 19, 1991 |
| NASTRAN | 09 | 95/573020 | May 24, 1995 |
| MSC/DYTRAN | 09, 16 | 95/401110 | Jan. 14, 1992 |

<u>Germany</u>

| | | | |
|---|---|---|---|
| MSC | 09 | 395,21,871 | Sept. 23, 1997 |
| MSC/DYTRAN | 09, 16 | 204687 | July 19, 1993 |
| MSC/NASTRAN | 09, 16 | 2040688 | July 19, 1993 |

<u>Russian Federation</u>

| | | | |
|---|---|---|---|
| MSC/MVISION | 09 | 171998 | Dec. 26, 1996 |
| MSC/NASTRAN | 09 | 166397 | Dec. 26, 1996 |

<u>Australia</u>

| | | | |
|---|---|---|---|
| MSC | 16 | 559782 | July 16, 1991 |
| MSC | 09 | 559781 | July 16, 1991 |

<u>Canada</u>

| | | | |
|---|---|---|---|
| MSC | 09, 16, 42 | 319,655 | Oct. 17, 1986 |

<u>Ireland</u>

| | | | |
|---|---|---|---|
| MSC | 09 | 172678 | May 24, 1995 |

<u>U. K.</u>

| | | | |
|---|---|---|---|
| MSC | 09 | 1303974 | March 14, 1987 |
| MSC | 16 | 1303976 | March 14, 1987 |
| MSC | 35 | 1303977 | March 14, 1987 |
| MSC | 41 | 1303978 | March 14, 1987 |
| MSC | 42 | 1303979 | March 14, 1987 |

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<u>Israel</u>

| | | | |
|---|---|---|---|
| MSC | 09 | 98884 | May 28, 1995 |

<u>Italy</u>

| | | | |
|---|---|---|---|
| MSC | 09, 16 | 612894 | Dec. 29, 1993 |

<u>Taiwan</u>

| | (local class #) | | |
|---|---|---|---|
| MSC | 08 | 26939 | Oct. 16, 1987 |
| MSC | 72 | 391789 | Feb. 16, 1988 |
| MSC | 56 | 381345 | Nov. 1, 1987 |

(Note: renewal registration for all three marks has been filed)

<u>Spain</u>

| | | | |
|---|---|---|---|
| MSC | 09 | 1986989 | March 5, 1996 |

<u>Republic of Korea (South Korea)</u>

| | (local class #) | | |
|---|---|---|---|
| MSC | 52 | 249451 | Sept. 16, 1992 |
| MSC/DYTRAN | 39 | 286482 | March 10, 1994 |

<u>United States</u>

| | | | |
|---|---|---|---|
| MSC | 16 | 1,324,421 | March 12, 1985 |
| MSC | 42 | 1,341,607 | June 11, 1985 |
| MSC | 09 | 1,571,643 | Dec. 19, 1989 |
| MSC | 09 | 2,075,622 | July 1, 1997 |
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| MSC/ | 09 | 1,330,631 | April 16, 1985 |
| MSC.cel | 09 | 1,525,384 | Feb. 21, 1989 |
| MSC/DYTRAN | 09 | 1,856,660 | Oct. 4, 1994 |
| MSC/MVISION | 09 | 2,075,722 | July 1, 1997 |
| MSC/PATRAN | 09 | 2,075,723 | July 1, 1997 |

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U.S. trademarks for obsolete products which are still in active use

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|---|---|---|---|
| MSC/ARIES | 09 | 1,964,963 | April 2, 1996 |
| MSC.pal | 09 | 1,367,412 | Oct. 29, 1996 |
| MSC/PISCES | 09 | 1,647,975 | June 18, 1991 |
| MSC/XL | 09 | 2,021,105 | Dec. 3, 1996 |
| MSC/XL | 09 | 1,571,709 | Dec. 19, 1989 |

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