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09-01-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ▼

101131796

To the Honorable Commissioner of Patents and Trademarks: Please

attached original documents or copy thereof.

1. Name of conveying party(ies):

GSE SYSTEMS, INC.
GSE POWER SYSTEMS, INC.
GSE PROCESS SOLUTIONS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 6-4-99

2. Name and address of receiving party(ies)

Name: DIME COMMERCIAL CORP.

Internal Address: 1180 Avenue of the Americas

Street Address:

City: New York State: NY ZIP: 10036

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Financial Institution

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 ☒ No

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

A. Trademark Application No.(s)

See Schedule C attached hereto.

B. Trademark Registration No.(s)

See Schedule C attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: J. Lee

Internal Address: Access Information Services, Inc.

1773 Western Avenue

Street Address:

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

09/01/1999 DNGUYEN 00000005 1764109

01 FC:481

40.00 OP

02 FC:482

175.00 OP

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.

Jackie Lee

Name of Person Signing

Signature

6-14-99

Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 001951 FRAME: 0564

SCHEDULE C

Trademark Registrations, United States

<u>Reg. No.</u>	<u>Date</u>	<u>Subject Matter (Holder of Rights)</u>
1,671,880	January 14, 1992	REACT- Computer Programs Used in Power Plant Simulation (<i>S3 Technologies/GSE Power Systems</i>) (Application Serial No. 74/155,800)
1,764,109	April 13, 1993	S3 Technologies Logo - Design Logo Used with S3 Technologies Goods and Services (<i>S3 Technologies/GSE Power Systems</i>) (Application Serial No. 74/155,888)
1,774,977	June 8, 1993	S3 Technologies - Product Name Rights (<i>S3 Technologies/GSE Power Systems</i>) (Application Serial No. 74/155,261)
1,950,809	January 23, 1996	FLEX BATCH (<i>GSE Process Solutions</i>) (Application Serial No. 74/607,639)
2,124,458	December 23, 1997	GSE Systems – Use for Power Plant operator training simulators for civilian and commercial applications; operator training simulation in the field of chemical processes. (Application Serial No. 75/978,600)

<u>Reg. No.</u>	<u>Date</u>	<u>Subject Matter (Holder of Rights)</u>
2,145,529	March 17, 1998	GSE Systems Logo – Use for Power Plant operator training simulators for civilian and commercial applications; operator training simulation in the field of chemical processes. (Application Serial No. 76/978,737)
2,220,635	January 26, 1999	GSE Systems - Design Logo used for Power Plant operator training simulators for military applications. (Application Serial No. 74/813,948)

Trademark Registration Applications Pending, United States

<u>Serial No.</u>	<u>Date</u>	<u>Subject Matter (Applicant)</u>
74/549,538	March 19, 1998 (Allowance Date)	GSE Systems - Product Name Rights (Simulation only; others to be added by amendment) (<i>GSE Systems</i>)

**ASSIGNMENT FOR SECURITY OF
PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 4th day of June, 1999 by and among:

GSE SYSTEMS, INC., a Delaware corporation, GSE POWER SYSTEMS, INC., a Delaware corporation, and GSE PROCESS SOLUTIONS, INC., a Delaware corporation (each an "Assignor" and collectively "Assignors"), and

DIME COMMERCIAL CORP., a New York corporation (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among Assignors, certain affiliates of Assignors and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to the Borrowers (as defined in the Loan Agreement); and

WHEREAS, the Loan Agreement provides for the Assignors' grant to Lender of a continuing security interest in certain assets of Assignors, including, without limitation, all of each Assignor's patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

Section 1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

Section 2. Assignment for Security.

(a) To secure the complete and timely payment and satisfaction of the Obligations, each Assignor hereby grants to Lender a continuing security interest in its entire right, title and interest in and to all of its now owned or existing

and hereafter acquired or arising:

(i) United States and foreign patents, patent applications and patent licenses, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents, patent applications and patent licenses listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) United States and foreign copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations in the United States Copyright Office or the equivalent thereon in any state or foreign country, copyright applications and copyright licenses, including, without limitation, the copyright registrations, applications and licenses listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**");

(iii) United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States Patent and Trademark Office or any office in any state or foreign country, all applications and licenses in connection therewith, including, without limitation, the trademarks, applications and licenses listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for

past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(iv) rights corresponding to any of the foregoing throughout the world and the goodwill of each Assignor's business connected with the use of or symbolized by the Trademarks.

(b) In addition to, and not by way of limitation of, all other rights granted to Lender under the Loan Agreement, this Assignment and all other Loan Documents, as collateral security for the complete payment when due of all Obligations under the Loan Agreement and the other Loan Documents, each Assignor hereby irrevocably assigns, grants, conveys, transfers and sets over to Lender any and all rights of such Assignor under any license and any license agreement with any other party, whether such Assignor is a licensor or licensee under such license agreement, provided that no Assignor assigns, grants, conveys, transfers or sets over rights as a licensee under any license or license agreement if such assignment, grant, conveyance, transfer or setting over would breach the terms of such license or license agreement. Each Assignor irrevocably agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to Lender under this Assignment. Each Assignor hereby covenants that it will promptly notify Lender if any Patent, Copyright or Trademark shall at any time hereafter become subject to any license agreement and that it will promptly provide Lender with full identification thereof and with such further documentation as Lender may reasonably request to accomplish or assure the accomplishment of the purpose of this subsection.

Section 3. Licenses. Each Assignor hereby agrees that Lender shall have an irrevocable non-exclusive license of all Patents, Copyrights and Trademarks and such license shall be worldwide, to the extent possessed by Assignors, and is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty, license fee or other related charges) be made to Assignor or any other Person by Lender (except that if Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations). The term of the assignments and grant of security interest granted herein and such license shall extend until the earlier of: (x) expiration of each of the respective Patents, Copyrights and Trademarks assigned hereunder, or (y) the

Obligations have been finally paid in full in cash and the Loan Agreement and the Commitment have terminated.

Section 4. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by each Assignor. Each Assignor shall provide Lender on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations and licences, if any, which new patents, copyrights, trademarks, licenses and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

Section 5. Effect on Loan Agreement; Cumulative Remedies. Each Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding any provision herein contained to the contrary, Lender shall not have the right to use and enforce the Patents, Copyrights and Trademarks unless and until the occurrence of an Event of Default, and until the occurrence of an Event of Default Assignors shall have all of such rights.

Section 6. Binding Effects Benefits. This Assignment shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

Section 7. Applicable Law; Severability. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN NEW YORK AND BY THE OTHER INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER

APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

Section 8. Consent to Jurisdiction. EACH ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT OR SUCH OTHER ADDRESS OF WHICH NOTICE IS GIVEN IN ACCORDANCE WITH THE NOTICE PROVISION OF THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.


Section 9. Jury Trial Waiver. EACH ASSIGNOR AND LENDER HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN AGREEMENT. EACH ASSIGNOR AND LENDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH ASSIGNOR AND LENDER HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

GSE SYSTEMS, INC.
GSE POWER SYSTEMS, INC.
GSE PROCESS SOLUTIONS, INC.

For each of the foregoing corporations:

By: 
C. CANNAVOS / President

Address:
9189 Red Branch Road
Columbia, Maryland 21045

DIME COMMERCIAL CORP.

By: 
VP

Address:
1180 Avenue of the Americas
New York, NY 10036

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

PRW

C. Cornados

I, Paul Wiener a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Jeffrey H. Cornados~~ personally known to me to be a ~~Gen Pres~~ Gen Pres of each of GSE Systems, Inc., GSE Power Systems, Inc. and GSE Process Solutions, Inc., the person who executed the foregoing instrument, who being by me duly sworn, did depose and say he is a ~~Gen Pres~~ Gen Pres of each such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of each such corporation by order of its respective Board of Directors; and that he acknowledged said instrument to be the free act and deed of each such corporation.

GIVEN under my hand and notarial seal this 4th day of June, 1999.

Paul R. Wiener
Notary Public

SCHEDULE A

PATENTS

GSE SYSTEMS, INC.
Patents, Trademarks and Copyrights
Federal Registrations/Applications for Federal Registration

Patent Registrations, United States

<u>Reg. No.</u>	<u>Date</u>	<u>Subject Matter (Holder of Rights)</u>
4,568,288	February 4, 1986	A System to Visually Simulate Subsystems in a Fossil Fuel Power Plant (<i>S3 Technologies/GSE GSE Power Systems</i>) (Application Serial No. 08/538,287)
5,225,147	July 8, 1993	Real Time Analysis of Light Water Core Neutronics (CONC _e RT) (<i>GPI/GSE Power Systems</i>) (Application Serial No. 07/845,531)
5,619,433	April 8, 1997	"THEATRe" - Real Time Analysis of Power Plant Thermohydraulic Phenomena (<i>GPI/GSE Power Systems</i>) (Application Serial No. 07/959,937)
5,726,914	March 10, 1998	Method and Apparatus for Performing a Performance Analysis (second application) (<i>GSE Process Solutions</i>) (Application Serial No. 08/478,114)

Patent Registration Applications Pending, United States

<u>Serial No.</u>	<u>Date</u>	<u>Subject Matter (Applicant)</u>
08/698,584	August 16, 1996	"TotalVision" -- Computer Implemented object Oriented Visualization System & Method
60/002,411	August 17, 1995	PRISM/"Smart Graphical Objects" (provisional application subject to subsequent disclosure) (<i>GSE Process Solutions-ABANDONED IN FAVOR OF 08/698,584 LISTED ABOVE</i>)

Patent Registration Applications Pending, Canada

<u>Serial No.</u>	<u>Date</u>	<u>Subject Matter (Applicant)</u>
2,078,289	Sept. 15, 1992	Real Time Analysis of Light Water Core Neutronics (CONC _e RT) (<i>GPI/GSE Power Systems</i>)

Reg. No.

Date

Subject Matter (Applicant)

61013	July 21, 1997	Real Time Analysis of Light Water Core Neutronics (CONCeRT) (GPI/GSE Power Systems) (Application Serial No. 96870)
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Patent Registration Applications Pending International

PCT/US92/ 07896	April 1, 1993	"THEATRe" - Real Time Analysis Of Power Plant Thermohydraulics Phenomenon
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SCHEDULE B

Copyright Registrations, United States

<u>Reg. No.</u>	<u>Date</u>	<u>Subject Matter (Holder of Rights)</u>
TX 3-852-852	April 22, 1994	"RETACT" - Real Time Advanced Core and Thermohydraulic Code 1.5 (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-852-853	April 22, 1994	"TOPMERET" - Balance of Plant Systems Software (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-852-854	April 22, 1994	"GEMMS" - Graphic Engineering Module Management System (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-852-855	April 22, 1994	"ELEGANT" - Electrical Generation and Distribution Network (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-852-856	April 22, 1994	"REMARK" - Multi-Group Advanced Reactor Kinetics Model (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-959-223	April 22, 1994	"RADNET" - Radiation Transport Network Systems (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-959-227	June 30, 1994	"STK" - Space-Time Kinetics Program 2.0 (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-959-228	June 30, 1994	"EDNET" - Electrical Distribution Network Software (<i>S3 Technologies/GSE Power Systems</i>)
TX 3-959-229	June 30, 1994	"FLOWNET" - Single-Phase, Incompressible Flow Network Software 2.0 (<i>S3 Technologies/GSE Power Systems</i>)

Copyright Registrations, United States (Continued)

<u>Reg. No.</u>	<u>Date</u>	<u>Subject Matter (Holder of Rights)</u>
TXu-700-898	March 24, 1997	Simulation Software Support System (US ³), entire Computer Program (<i>GSE Power Systems</i>)
TXu-700-945	April 15, 1997	Simulation Software Support Systems (US ³), entire Computer Program (<i>GSE Power Systems</i>)
TXu-760-028	January 23, 1997	Simulation Software Support Systems (US ³) and Related User's Guides and Analyst Guides (<i>GSE Power Systems</i>)
TXu-760-027	January 24, 1997	Simulation Software Support Systems (US ³), Analyst Guide and User Guide
TXu-766-245	October 14, 1997	1990 FSCAN update (<i>GSE Power Systems</i>)
TXu-766-246	October 14, 1997	Simulation Software Support System (US ³), entire Computer Program (<i>GSE Power Systems</i>)

SCHEDULE C

Trademark Registrations, United States

<u>Reg. No.</u>	<u>Date</u>	<u>Subject Matter (Holder of Rights)</u>
1,671,660	January 14, 1992	REACT- Computer Programs Used in Power Plant Simulation (<i>S3 Technologies/GSE Power Systems</i>) (Application Serial No. 74/155,800)
1,764,109	April 13, 1993	S3 Technologies Logo - Design Logo Used with S3 Technologies Goods and Services (<i>S3 Technologies/GSE Power Systems</i>) (Application Serial No. 74/155,888)
1,774,977	June 8, 1993	S3 Technologies - Product Name Rights (<i>S3 Technologies/GSE Power Systems</i>) (Application Serial No. 74/155,261)
1,950,809	January 23, 1996	FLEX BATCH (<i>GSE Process Solutions</i>) (Application Serial No. 74/607,639)
2,124,458	December 23, 1997	GSE Systems – Use for Power Plant operator training simulators for civilian and commercial applications; operator training simulation in the field of chemical processes. (Application Serial No. 75/978,600)

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2,145,529	March 17, 1998	GSE Systems Logo – Use for Power Plant operator training simulators for civilian and commercial applications; operator training simulation in the field of chemical processes. (Application Serial No. 75/978,737)
2,220,635	January 26, 1999	GSE Systems - Design Logo used for Power Plant operator training simulators for military applications. (Application Serial No. 74/513,948)

Trademark Registration Applications Pending, United States

<u>Serial No.</u>	<u>Date</u>	<u>Subject Matter (Applicant)</u>
74/549,538	March 19, 1998 (Allowance Date)	GSE Systems - Product Name Rights (Simulation only; others to be added by amendment) (<i>GSE Systems</i>)

GSE Systems Trademarks

List of GSE Systems Trademarks. The table shown below represents an illustrative, but not exhaustive, list of our Company's trademark properties:

<u>Trademark</u>	<u>Status</u>	<u>Generic Description</u>
ARTIST	TM	instructor station software
ASK	TM	control and logic generator
Attaché	TM	simulation testing and monitoring tool kit
Bug Tracker	TM	modification and bug tracking program
CLASC	TM	control and logic generator
CONcERT	TM	core neutronics code
DIGI-3	TM	input/output system
D/3 DCS	TM	distributed control system
EDNET	TM	electrical distribution network software
ELEGANT	TM	electrical generation and distribution software
FlexBatch	®	recipe and process management software
FLOWNET	TM	flow network software
GEMcase	TM	simulation software tool set
GSE Systems	® TM, SM	(any GSE Systems generic descriptor)
GSE Systems logo	® TM, SM	(any GSE Systems generic descriptor)
InstAlarm	TM	SCADA event alarm and information presenter
INTERPIN	TM	fuel pin simulation system
MESuite	TM	manufacturing execution system tools
M/IS	TM	instructor station
MEMORES	TM	maintenance monitoring and reliability system
OSSES	TM	operator support expert system
PCNET	TM	multi-node containment system
Procedure Charts	TM	graphical production editor
RADNET	TM	radiation transport network system
READS	TM	engineering application and development system
REMARK	TM	reactor kinetics model
RETRACT	®	core and thermohydraulic code
STK	TM	core model
SimExec	TM	simulation executive system
SIMON	TM	stability monitor
SimSuite	TM	simulation tool set
SimSuite Pipeline	TM	pipeline simulation software tools
SimSuite Power	TM	power plant simulation software tools
SimSuite Pro	TM	process simulation software tools
THEATRe	TM	thermohydraulic engineering analysis tool
TotalVision	TM	graphical interface
The Power of Intelligence	TM	(GSE Systems company tag line)
THESIS	TM	thermal-hydraulics engineering system

Trademark
TOPMERET
US³
XG-Editor

Status
TM
TM
TM

Generic Description
thermohydraulic code generation software
simulation executive system
instructor station

GSE Systems Trademarks

List of GSE Systems Trademarks. The table shown below represents an illustrative, but not exhaustive, list of our Company's trademark properties:

<u>Trademark</u>	<u>Status</u>	<u>Generic Description</u>
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Bug Tracker	TM	modification and bug tracking program
CLASC	TM	control and logic generator
CONcERT	TM	core neutronics code
DIGI-3	TM	input/output system
D/3 DCS	TM	distributed control system
EDNET	TM	electrical distribution network software
ELEGANT	TM	electrical generation and distribution software
FlexBatch	®	recipe and process management software
FLOWNET	TM	flow network software
GEMcase	TM	simulation software tool set
GSE Systems	® TM, SM	(any GSE Systems generic descriptor)
GSE Systems logo	® TM, SM	(any GSE Systems generic descriptor)
InstAlarm	TM	SCADA event alarm and information presenter
INTERPIN	TM	fuel pin simulation system
MESuite	TM	manufacturing execution system tools
M/IS	TM	instructor station
MEMORES	TM	maintenance monitoring and reliability system
OSES	TM	operator support expert system
PCNET	TM	multi-node containment system
Procedure Charts	TM	graphical production editor
RADNET	TM	radiation transport network system
READS	TM	engineering application and development system
REMARK	TM	reactor kinetics model
RETRACT	®	core and thermohydraulic code
STK	TM	core model
SimExec	TM	simulation executive system
SIMON	TM	stability monitor
SimSuite	TM	simulation tool set
SimSuite Pipeline	TM	pipeline simulation software tools
SimSuite Power	TM	power plant simulation software tools
SimSuite Pro	TM	process simulation software tools
THEATRe	TM	thermohydraulic engineering analysis tool
TotalVision	TM	graphical interface
The Power of Intelligence	TM	(GSE Systems company tag line)
THESIS	TM	thermal-hydraulics engineering system

Trademark
TOPMERET
US³
XG-Editor

Status
TM
TM
TM

Generic Description
thermohydraulic code generation software
simulation executive system
instructor station