

02-10-2000



To the Honorable C
Please record the attached original documents or copy thereof

101263879

01-19-2000

U.S. Patent & TMC(TM) Mail Rcpt Dt. #22

1. Name of Conveying Party(ies):
Altair Computing, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of
Name: Altair Engineering, Inc.
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agt. Change of Name
 Other _____
Execution Date: _____

Street Address: 1757 Maplelawn Drive
City: Troy State: Michigan Zip: 48084
Additional name(s) & address(es) attached: Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date is: _____
A. Trademark Application No.(s)
75/434,848
Additional numbers attached: _____

B. Trademark No(s).
Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrew R. Basile, Esq.
Internal Address: YOUNG & BASILE, PC
Street Address: 3001 Big Beaver Rd., Suite 624
City: Troy State: MI Zip: 48084

6. Total no. of applications and patents involved 1
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
25-0115
(Attach duplicate copy of this page if paying by deposit account)

02/09/2000 DMUYEN 00000190 75434848
01 FC:481 40.00 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.*

Andrew R. Basile, Esq.  01/14/2000
Name of Person Signing Signature Date

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

ASSIGNMENT

WHEREAS, **Altair Computing, Inc.**, hereinafter referred to as "Assignor", a **Michigan** corporation having a principal place of business at **1757 Maplelawn Drive, Troy, Michigan 48084**, is the owner of the entire right, title and interest in and to certain Intellectual Property identified as applications for Letters Trademark Registrations and issued Trademark Registrations, in the United States and foreign countries as indicated in Appendix A attached hereto, and as identified by Serial No. and filing date, or Trademark Registration No. and issue date, of the Intellectual Property therein described; and

WHEREAS, **Altair Engineering, Inc.** hereinafter referred to as "Assignee" a **Michigan** corporation having a place of business at **1757 Maplelawn Drive, Troy, Michigan 48084**, is desirous of acquiring the entire right, title and interest in and to the said Intellectual Property in all countries, including the United States of America and its territorial possessions.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Assignee to Assignor and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee the entire right, title and interest in and to the Intellectual Property as described in the attached Appendix A in all countries throughout the world, including the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which any United States or foreign Registered Trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer and sale had not been made. Further, Assignor does hereby sell, assign and transfer unto said Assignee all right, title and interest in and to said above-identified marks, together with the goodwill of the business symbolized by the marks, and the above-identified applications and registrations of marks. Assignor does hereby sell, assign and transfer unto said Assignee all right, title and interest in and to any causes of action which may have arisen based on the assigned marks identified above prior to the effective date of this Agreement, and Assignee shall have the right to pursue infringers of said marks assigned by Assignor as fully and entirely as Assignor if this assignment, transfer and sale had not been made.

Assignor has intended to use certain of the marks in commerce and has filed applications, now assigned serial numbers, listed in Exhibit A under the column entitled Applications with Intent to Use, but has not yet filed an allegation of use under §1(C) or §1(D) of the Trademark Act. Assignor is assigning the marks in those applications identified in Exhibit A as part of the entire business or portion thereof to which the marks pertain as required by §15 U.S.C.; or Assignor has filed applications listed in Exhibit A based on intention to use, and Assignor has since used the marks and has filed allegations of use under §1(C) or §1(D) of the Trademark Act in the applications identified in Exhibit A.

Assignor authorizes and empowers said Assignee, its successors, assigns and legal representative or nominees, to invoke and claim for any application for trademark, or other form of protection for said marks filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right or priority without further written or oral authorization from Assignor.

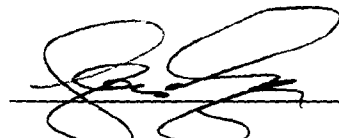
Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed.

Signed at Troy, Michigan this 30th day of March, 1999.

Witnesses:

Altair Computing, Inc.



By: JAMES R. SCAPA

Its: PRESIDENT/CEO

PENDING TRADEMARK APPLICATIONS WITH INTENT TO USE				
Serial Number	Filing Date	Country	Docket	Description of Mark
75-434,848	02/17/98	U.S.	AEI-147-TM	HARNESSLINK
75-356,104	09/12/97	U.S.	AEI-148-TM	MEDVISION
75-319,178	07/03/97	U.S.	AEI-145-TM	CYBERVISION

APPENDIX A