

REGISTRATION COVER SHEET 12-06-2000 -Y

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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies): Computervision Corporation

101541611 11-09-2000

id address of receiving party(ies)

ARCHWAY SYSTEMS, INC.

U.S. Patent & TMO's/TM Mail Rcpt. Dt. #31

~~ARCHWAY~~

2130 Main Street Suite 145 Huntington Beach, CA ZIP: 92648

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California Other

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

- Individual(s) General Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Security Agreement Merger Change of Name

Other Asset Purchase Agreement

Effective date: March 22, 1999

Execution Date: April 5, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,745,628

Registered: Jan. 12, 1993

Additional numbers attached? Yes No

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

Name:

Internal Address: MASON, MASON & ALBRIGHT

Street Address: 2306 South Eads Street

P.O. Box 2246

City: ARLINGTON State: VA ZIP: 22202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jeffrey H. Greger

Name of Person Signing

Signature

11/9/00

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

## ASSET PURCHASE AGREEMENT

AGREEMENT effective the 22<sup>nd</sup> day of March, 1999, by and between Computervision Corporation ("Computervision") with offices at 128 Technology Drive, Waltham, Massachusetts 02453, and Archway Systems, Inc. ("Archway") with offices at 2130 Main Street, Suite 145 Huntington Beach, CA 92648.

WHEREAS, Archway desires to purchase, and Computervision desires to sell, certain assets of Computervision used in the operation of Computervision's VersaCAD computer software business, and

WHEREAS, in consideration thereof, Archway will assume certain obligations and responsibilities with respect to the VersaCAD business,

NOW THEREFORE, in consideration of the mutual promises set forth hereafter and other valuable consideration, it is agreed as follows:

### Purchased Assets

1. Effective as of the date hereof, Computervision hereby sells, transfers, conveys, and assigns to Archway, and Archway hereby acquires from Computervision, all of Computervision's right, title and interest in the following assets:
  - (a) all computer software, in object code and source code, and associated user documentation, comprising the commercially released versions of Computervision's 2D VersaCAD products (the "Products");
  - (b) all copyrights of Computervision in and to or embodied in the Products;
  - (c) the trademark "VERSACAD" applicable to the Products, including the USPTO registration for the trademark "VERSACAD, and the associated goodwill (but subject to any security interest or lien thereon);
  - (d) all inventory of user manuals specifically regarding the Products; and
  - (e) subject to any required consent for such transfer, all of Computervision's rights under its Computer Software License Agreement (as amended) with the Logic Handle dated November 15, 1990 (the "Logic Handle Agreement") and related letters from licensors of the Logic Handle (including Ronald Ravenscroft) confirming use and distribution rights.

The foregoing assets of Computervision transferred to Archway as provided above are collectively referred to hereafter as the "Purchased Assets".
2. Archway acknowledges that the source code for the Products must be obtained from certain third parties (previously consultants to Computervision) known to Archway, and that

2000 and beyond, (iv) correctly perform duration calculations spanning 1999 and 2000, (v) recognize Year 2000 as a leap year, and (vi) recognize files dated in the year 2000 and beyond as more recent than pre-2000 files.

Computervision and PTC shall have the right to continue to identify the VersaCAD products marketed by them as retired and not tested by PTC for Year 2000 compliance. Computervision and PTC shall have the right to refer customers desiring Year 2000 compliant versions of the Products to Archway.

7. (a) Archway shall make commercially reasonable best efforts to develop and package with all copies of the Products (including derivatives thereof) for distribution to end user customers, at no additional charge to the end user, a translator from the Products to PTC's Pro/ENGINEER® software so that computer files created in the Products may be imported into and modified in Pro/ENGINEER. Computervision will arrange to provide under license agreement from PTC (attached as Exhibit A) a copy of Pro/ENGINEER and Pro/TOOLKIT ("PTC Software") for this purpose. Archway shall have no obligation to develop such translator for the Apple Macintosh version of the Products.  
  
(b) If Archway fails to develop and release such translator within six months of the date of receipt of such PTC Software, Archway shall commence paying Computervision on a quarterly basis a royalty of 10% (ten percent) of Archway's revenues from its sale/license of Products (including derivatives thereof) retroactive to the commencement date of this Agreement until the date the translator is commercially released. Upon commencement of such royalty obligation, Archway shall also commence providing to Computervision on a quarterly basis a written report of all sales/licenses of Products for each quarterly period. Such report and associated royalties shall be mailed to Computervision c/o Parametric Technology Corporation, Legal Department, 128 Technology Drive, Waltham MA 02453. If required under this paragraph, the first such report and payment of royalties shall be due seven months after the date of receipt of such PTC software and shall include the royalties and sales for the period from the date of this Agreement through the sixth month after receipt of such PTC software.
8. Archway shall assume and perform all of Computervision's obligations under the Logic Handle Agreement.
9. In any marketing or distribution of the Products by Archway, Archway shall delete and shall not include any reference to Computervision or PTC or any Computervision or PTC logo or trademark on or in the Product software, documentation, or packaging.

### **Retained Rights and Assistance**

10. From and after the date of this Agreement, Computervision, PTC and PTC's subsidiaries shall have, and Archway shall be deemed to have granted to Computervision, PTC and PTC's subsidiaries (collectively, the "Licensees"), a perpetual, worldwide, royalty-free license to use, modify, copy and distribute the Products to support and maintain customers for the Products in accordance with contractual or other legal obligations to customers

existing prior to the date of this Agreement or in satisfaction of any claims relating to the Products that may be asserted against any of the Licensees. For a three year term commencing on the date of this Agreement, Archway shall provide one copy of source code or object code for each version of the Products possessed by Archway to the Licensees for such purposes, at no charge, upon the Licensees' request.

11. From and after the date of this Agreement, the Licensees shall have, and Archway shall be deemed to have granted to the Licensees, a perpetual, worldwide, royalty-free license to use, modify, copy and distribute any portion of the Products contained prior to the date of this Agreement in any Computervision or PTC product not in the VersaCAD product line.
12. Upon Computervision's or PTC's request, Archway shall make available to Computervision or PTC (subject to Archway's other commitments) reasonable technical services necessary to enable them to satisfy any obligation or commitment of theirs regarding the Products made to a customer prior to this Agreement. Archway shall be entitled to charge Computervision or PTC in providing such technical services at a rate not to exceed Archway's standard commercial rates for technical services.

### **Disclaimers and Limitation of Liability**

13. The Purchased Assets are sold and transferred to Archway "as-is". Computervision disclaims all warranties regarding the Purchased Assets, including without limitation any implied warranties of merchantability or fitness for a particular purpose and any warranty of noninfringement. Computervision does not warrant the enforceability of the trademarks listed in Section 1 against the claims of third parties to the same or similar marks.
14. In no event shall either party (or their affiliates) have any liability for consequential, punitive or incidental damages, including without limitation lost profits, under this Agreement or regarding its subject matter.

### **General**

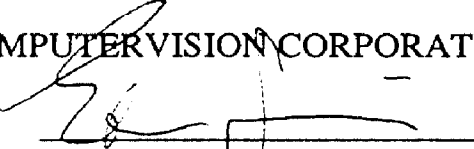
15. PTC shall be deemed to be a third party beneficiary of this Agreement. Either party may assign this Agreement to a third party only with the prior consent of the other party, which consent shall not be unreasonably withheld, except no consent is required in connection with the sale of the all or substantially all of the business or assets of the assigning party.
16. The waiver by either party of, or failure of either party to exercise in any respect, any right provided herein shall not be deemed a waiver of such right in the future or of any other right hereunder.
17. The terms and conditions of this Agreement including its attached Exhibits constitute the complete and exclusive statement of the agreement between the parties with respect its subject matter and supersedes and merges all prior and contemporaneous proposals, representations, statements, understandings or agreements, written or oral, express or

implied. This Agreement may be amended only by a written instrument executed by the parties that specifically purports to do so.

18. This Agreement shall be governed by and construed in accordance with the laws of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the 22nd day of March 1999.

COMPUTERVISION CORPORATION

By: 

Title: President

Date: April 5, 1999

ARCHWAY SYSTEMS, INC.

By: 

Title: President

Date: 3/23/99

MASON, MASON & ALBRIGHT

ATTORNEYS AT LAW

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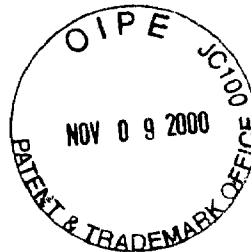
INTELLECTUAL PROPERTY LAW  
PATENT, TRADEMARK, COPYRIGHT  
ASSOCIATED TECHNICAL MATTERS

C. A. MASON (1866 - 1943)  
JOHN M. MASON (1893 - 1963)  
PENROSE LUCAS ALBRIGHT  
JEFFREY H. GREGER

PATENT AGENT:  
ERIC S. ALBRIGHT

OF COUNSEL:  
WILLIAM B. MASON

November 9, 2000



Attorney Docket No: 0140/1

Assistant Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

TO ASSIGNMENT BRANCH FEE



11-09-2000

U.S. Patent & TMOfo/TM Mail Rcpt. Dt. #31

Re: Trademark Registration No. 1,745,628  
Registered: January 12, 1993  
Mark: **VERSACAD**  
Our Ref: 0140/1

Sir:

Submitted herewith is a Recordation Cover Sheet with supporting documentations for the Assignment from Computervision Corporation to Archway Systems, Inc., dated April 5, 1999, to be recorded in the Assignment Branch of the U.S. Patent and Trademark Office for U.S. Registration No. 1,745,628, registered January 12, 1993.

Please find attached hereto a check in the amount of \$40.00 for the recordation fee for attached document. If any additional fees are required, please charge to Account No. 13-2000.

If you have any questions regarding this matter, please contact the undersigned.

Respectfully submitted,  
MASON, MASON & ALBRIGHT

By \_\_\_\_\_

*Jeffrey H. Greger*  
Jeffrey H. Greger  
Counsel for Registrant

2306 South Eads Street  
Post Office Box 2246  
Arlington, Virginia 22202  
Tel. (703) 979-3242  
Filed: November 9, 2000  
Attachments

RECORDED: 11/09/2000

TRADEMARK  
REEL: 002187 FRAME: 0844