

01-29-2001



101595583

1/17/01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 26 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 26 00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

01/29/2001 GT0M11 00000006 75731289

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 DP
200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK
REEL: 002221 FRAME: 0625**

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number *or* the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/731,289"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/551,598"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/022,761"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,115,287"/>	<input type="text" value="2,166,970"/>	<input type="text"/>
<input type="text" value="2,334,086"/>	<input type="text" value="2,250,786"/>	<input type="text"/>
<input type="text" value="2,176,136"/>	<input type="text" value="2,332,104"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

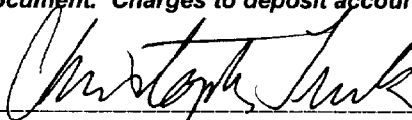
No

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. Charges to deposit account are authorized, as indicated herein.

Christopher M. Turk, Esquire

Name of Person Signing



Signature

1/11/01

Date Signed

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

(Trademarks)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 26th day of December, 2000, by BENTLEY SYSTEMS, INCORPORATED ("Company"), a Delaware corporation, with its chief executive office located at 685 Stockton Drive, Exton, Pennsylvania 19831, and delivered to PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for Lenders ("Agent"), having a mailing address 1600 Market Street, Philadelphia, Pennsylvania, 19103.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit and Security Agreement of even date herewith by and among Company, the other Borrowers, Agent and such other financial institutions a party thereto as a Lender (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Company is granting Agent, for the benefit of Lenders, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent in: (i) all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof, and (ii) the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall, to the extent that any of the following are material: (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division,

continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended **Schedule A**.

4. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license (other than in the ordinary course of business), grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent.

7. If and while an Event of Default exists under the Loan Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power, following and during the occurrence of an Event of Default, to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Company's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Agent shall promptly execute and deliver to Company all documents reasonably necessary to terminate Agent's security interest in the Assets and evidence such termination.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or rightfully enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently, in Company's reasonable business judgment, any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Patent, Trademark or Copyright without the prior written consent of Agent.

13. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing among Companys and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Companys and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

19. **Company and Agent each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.**

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

BENTLEY SYSTEMS, INCORPORATED

By: 
Name: David Nation
Title: Su V. A.

Approved and Accepted:
PNC BANK, NATIONAL ASSOCIATION

By: 
Thomas A. Gutman, Vice President

SCHEDULE "A"

TRADEMARKS

Pending U.S. Marks

MARK	OWNER	SERIAL NO.
ACCOUNTABILITY	Bentley Systems, Incorporated	75/713,669
ACCOUNTABLE (certification mark)	Bentley Systems, Incorporated	75/713,892
ACTIVEASSET	Bentley Systems, Incorporated	75/200,182
ACTIVEASSET PLANNER	Bentley Systems, Incorporated	75/236,327
BUSINESS SPACE	Bentley Systems, Incorporated	not assigned yet
DIGITAL PRINT ROOM*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	76/067,814
DYNAMIC ANIMATOR	Bentley Systems, Incorporated	75/797,325
DGN	Bentley Systems, Incorporated	75/602,967
EEM ACCESS	Bentley Systems, Incorporated	75/692,152
FACILITYWISE	Bentley Systems, Incorporated	75/654,655
GEOADDRESS	Bentley Systems, Incorporated	75/616,761
GEOCGM PLUS	Bentley Systems, Incorporated	75/543,702
GEOOIL	Bentley Systems, Incorporated	75/523,246
GEOSCRIPTS	Bentley Systems, Incorporated	76/005,820
GEOXPRESSIONS	Bentley Systems, Incorporated	75/543,875
GSPACE	Bentley Systems, Incorporated	75/335,007
INTERCHANGE	Bentley Systems, Incorporated	not assigned yet
INTERFERENCE MANAGER	Bentley Systems, Incorporated	75/319,709
MODELCITY	Bentley Systems, Incorporated	75/308,763
MODELSERVER INTERCHANGE	Bentley Systems, Incorporated	75/926,512
MODELSERVER INTEGRATOR	Bentley Systems, Incorporated	75/936,329
OPEN DGN	Bentley Systems, Incorporated	75/603,319
PERSONAL SPACE	Bentley Systems, Incorporated	not assigned yet
POPSET	Bentley Systems, Incorporated	75/931,503
PROJECTBANK	Bentley Systems, Incorporated	75/574,922
PROJECT REVIEW	Bentley Systems, Incorporated	75/808,746
PROJECT SPACE	Bentley Systems, Incorporated	not assigned yet
SELECTSERVER	Bentley Systems, Incorporated	75/551,598

MARK	OWNER	SERIAL NO.
VIECON	Bentley Systems, Incorporated	not yet assigned
VIECON LOGO	Bentley Systems, Incorporated	not yet assigned
VIECON.INTERCHANGE	Bentley Systems, Incorporated	not yet assigned
VIECON.PLOT	Bentley Systems, Incorporated	not yet assigned
VIECON.REVIEW	Bentley Systems, Incorporated	not yet assigned
VIZCENTER	Bentley Systems, Incorporated	not yet assigned

Pending Foreign Marks

COUNTRY	MARK	OWNER	SERIAL NO./ Registration No.
Argentina	MICROSTATION	Bentley Systems, Incorporated	2,269,713
Brazil	MICROSTATION CSP	Bentley Systems, Incorporated	818,234,644
Brazil	TMC THE MICROSTATION COMMUNITY	Bentley Systems, Incorporated	819,481,840
Brazil	VIECON	Bentley Systems, Incorporated	not assigned yet
China	VIECON	Bentley Systems, Incorporated	not assigned yet
Community	BENTLEY CONTINUUM	Bentley Systems, Incorporated	1,153,915
Community	GLOBE DESIGN	Bentley Systems, Incorporated	1,511,443
Community	MICROSTATION/J	Bentley Systems, Incorporated	1,137,512
Community	MODELSERVER	Bentley Systems, Incorporated	1,154,095
Community	MODELSERVER CONTINUUM & Design	Bentley Systems, Incorporated	1,153,493
Community	PLANTSPACE	Bentley Systems, Incorporated	1,154,087
Community	PROJECTBANK	Bentley Systems, Incorporated	1,144,989
Community	PROJECTWISE	Bentley Systems, Incorporated	1,153,964
Community	TRIFORMA	Bentley Systems, Incorporated	1,153,667
Community	VIECON	Bentley Systems, Incorporated	not assigned yet
India	MICROSTATION	Bentley Systems, Incorporated	582,211
India	VIECON	Bentley Systems, Incorporated	not assigned yet
Japan	VIECON	Bentley Systems, Incorporated	not assigned yet
Korea	VIECON	Bentley Systems, Incorporated	not assigned yet
Malaysia	VIECON	Bentley Systems, Incorporated	not assigned yet
Mexico	VIECON	Bentley Systems, Incorporated	not yet assigned
Taiwan	VIECON	Bentley Systems, Incorporated	not yet assigned

Registered Marks

COUNTRY	MARK	OWNER	REG. DATE	REG. NO.
Australia	MICROSTATION	Bentley Systems, Incorporated	1/25/89	A503555
Australia	MICROSTATIONCSP	Bentley Systems, Incorporated	7/18/96	649,522
Benelux	MICROSTATION	Bentley Systems, Incorporated	12/29/88	454,435
Benelux	MICROSTATIONCSP	Bentley Systems, Incorporated	12/29/94	570,719
Benelux	QUICKVISION	Bentley Systems, Incorporated	9/18/96	610,926
Benelux	TMC THE MICROSTATION COMMUNITY	Bentley Systems, Incorporated	9/18/96	612,303
Benelux	VIECON	Bentley Systems, Incorporated	12/10/00	0668101
Brazil	MICROSTATION	Bentley Systems, Incorporated	8/20/91	814,986,307
Canada	MICROSTATION	Bentley Systems, Incorporated	3/9/90	366,591
Canada	MICROSTATIONCSP	Bentley Systems, Incorporated	11/17/95	450,337
China P.R.	MICROSTATIONCSP	Bentley Systems, Incorporated	1/9/97	1,151,765
Community	ACCUDRAW	Bentley Systems, Incorporated	2/2/99	295,774
Community	MICROSTATION	Bentley Systems, Incorporated	4/1/96	179,861
France	MICROSTATION	Bentley Systems, Incorporated	2/22/89	1,515,891
France	MICROSTATIONCSP	Bentley Systems, Incorporated	1/6/95	95,552,480
France	QUICKVISION	Bentley Systems, Incorporated	9/18/96	96,642,177
France	TMC THE MICROSTATION COMMUNITY	Bentley Systems, Incorporated	9/18/96	96,642,178
Great Britain	MICROSTATION	Bentley Systems, Incorporated	12/14/90	1,368,815
Great Britain	MICROSTATIONCSP	Bentley Systems, Incorporated	11/10/95	2,006,773
Hong Kong	MICROSTATION	Bentley Systems, Incorporated	3/11/94	1249/94
Hong Kong	MICROSTATIONCSP	Bentley Systems, Incorporated	1/14/95	B2886/97
Italy	MICROSTATION	Bentley Systems, Incorporated	11/15/91	553,090
Italy	MICROSTATIONCSP	Bentley Systems, Incorporated	9/19/97	723,781
New Zealand	MICROSTATION	Bentley Systems, Incorporated	6/16/92	190,176
New Zealand	MICROSTATIONCSP	Bentley Systems, Incorporated	3/7/97	244,479
Singapore	MICROSTATION	Bentley Systems, Incorporated	1/25/89	452/89
South Africa	MICROSTATION	Bentley Systems, Incorporated	11/14/94	89/0041
South Korea	MICROSTATION	Bentley Systems, Incorporated	9/5/90	200,001

COUNTRY	MARK	OWNER	REG. DATE	REG. NO.
South Korea	MICROSTATIONCSP	Bentley Systems, Incorporated	10/8/96	033,109
Spain	MICROSTATIONCSP	Bentley Systems, Incorporated	9/20/95	1,950,924
Taiwan	MICROSTATION	Bentley Systems, Incorporated	11/1/89	465,221
Taiwan	MICROSTATIONCSP	Bentley Systems, Incorporated	3/16/96	081,944
U.S.	ACADEMIC SUITE	Bentley Systems, Incorporated	6/24/97	2,073,503
U.S.	ACCUDRAW	Bentley Systems, Incorporated	8/20/96	1,996,090
U.S.	ACTIVEASSET INQUIRER	Bentley Systems, Incorporated	2/16/99	2,224,699
U.S.	APLOT	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	1/27/98	2,132,614
U.S.	B BENTLEY and Design	Bentley Systems, Incorporated	5/6/97	2,059,131
U.S.	B BENTLEY and Design	Bentley Systems, Incorporated	6/23/98	2,166,970
U.S.	BENTLEY	Bentley Systems, Incorporated	11/25/97	2,115,287
U.S.	BENTLEY	Bentley Systems, Incorporated	7/28/98	2,176,136
U.S.	BENTLEY CONTINUUM	Bentley Systems, Incorporated	3/21/00	2,332,104
U.S.	BENTLEY DIRECTLINK	Bentley Systems, Incorporated	6/8/99	2,250,786
U.S.	BENTLEY SELECT	Bentley Systems, Incorporated	3/28/00	2,334,086
U.S.	CIVILPAK	Bentley Systems, Incorporated	9/26/00	2,390,411
U.S.	Engineering Icons Logo	Bentley Systems, Incorporated	5/19/98	2,158,547
U.S.	ENGINEERING LINKS	Bentley Systems, Incorporated	1/20/98	2,131,466
U.S.	ENGINEERING THE FUTURE TOGETHER	Bentley Systems, Incorporated	3/24/98	2,146,163
U.S.	ENTERPRISE NAVIGATOR	Bentley Systems, Incorporated	7/4/00	2,364,899
U.S.	FEATURE MANAGER	Bentley Systems, Incorporated & Solidworks Corporation	10/5/99	2,283,493
U.S.	FRAMEWORKS	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	6/24/97	2,073,200
U.S.	GEODYNSEG	Bentley Systems, Incorporated	12/7/99	2,297,801
U.S.	GEOEXCHANGE	Bentley Systems, Incorporated	2/3/98	2,134,325
U.S.	GEOOUTLOOK	Bentley Systems, Incorporated	8/4/98	2,178,397
U.S.	GEOPARCEL	Bentley Systems, Incorporated	9/19/00	2,388,587
U.S.	GEOSOURCE	Bentley Systems, Incorporated	2/2/99	2,221,231
U.S.	GEOTRANSPORT	Bentley Systems, Incorporated	4/4/00	2,338,539
U.S.	INRAIL	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	2/28/95	1,881,192

COUNTRY	MARK	OWNER	REG. DATE	REG. NO.
U.S.	INROADS	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	2/24/98	2,138,828
U.S.	INTEGRATED WORKPLACE	Bentley Systems, Incorporated	1/4/00	2,305,358
U.S.	INTELLITRIM	Bentley Systems, Incorporated	6/2/98	2,162,710
U.S.	INTERPLOT	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	5/18/93	1,771,253
U.S.	JSPACE	Bentley Systems, Incorporated	8/4/98	2,177,750
U.S.	JT/P&ID	Bentley Systems, Incorporated	12/31/96	2,026,872
U.S.	MAINLINE	Bentley Systems, Incorporated	5/28/96	1,975,859
U.S.	MDL	Bentley Systems, Incorporated	5/27/97	2,065,011
U.S.	MECHANICALSPACE	Bentley Systems, Incorporated	7/22/97	2,082,313
U.S.	MODELSERVER	Bentley Systems, Incorporated	1/19/99	2,219,401
U.S.	MODELSERVER CONTINUUM	Bentley Systems, Incorporated	5/4/99	2,243,199
U.S.	MODELSERVER DISCOVERY	Bentley Systems, Incorporated	2/23/99	2,225,454
U.S.	MODELSERVER IMAGER	Bentley Systems, Incorporated	12/28/99	2,304,653
U.S.	Modelserver Logo	Bentley Systems, Incorporated	12/14/99	2,299,215
U.S.	MODELSERVER PUBLISHER	Bentley Systems, Incorporated	7/21/98	2,174,368
U.S.	MODELSERVER TEAMMATE	Bentley Systems, Incorporated	5/4/99	2,243,202
U.S.	MOLDDDESIGN	Bentley Systems, Incorporated	5/18/99	2,246,758
U.S.	PLANTSPACE	Bentley Systems, Incorporated	4/29/97	2,058,387
U.S.	POWERARCHITECT	Bentley Systems, Incorporated	5/18/99	2,245,780
U.S.	POWERSCOPE	Bentley Systems, Incorporated	11/3/98	2,200,885
U.S.	PROJECTWISE	Bentley Systems, Incorporated	10/5/99	2,283,126
U.S.	QUICKVISION	Bentley Systems, Incorporated	6/10/97	2,069,083
U.S.	REPROGRAPHICS	Bentley Systems, Incorporated	4/7/98	2,149,692
U.S.	RIS	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	7/14/92	1,700,239
U.S.	SCHEDULE SIMULATOR	Bentley Systems, Incorporated	4/18/00	2,344,153
U.S.	SELECT CSP	Bentley Systems, Incorporated	2/18/00	2,320,000
U.S.	SELECTCAD	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	7/11/00	2,365,932
U.S.	SELECT STREAM	Bentley Systems, Incorporated	12/23/97	2,158,547

COUNTRY	MARK	OWNER	REG. DATE	REG. NO.
U.S.	SMARTLINE	Bentley Systems, Incorporated	4/30/96	1,970,919
U.S.	SMARTSOLID	Bentley Systems, Incorporated	9/28/99	2,281,431
U.S.	SMARTSURFACE	Bentley Systems, Incorporated	5/16/2000	2,350,843
U.S.	SPATIALDATA	Bentley Systems, Incorporated	5/23/95	1,894,900
U.S.	STORMWORKS	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	3/21/00	2,330,765
U.S.	STREAMPLOT	Bentley Systems, Incorporated	2/8/00	2,316,277
U.S.	TEAMMATE	Bentley Systems, Incorporated	8/19/97	2,088,985
U.S.	TMC THE MICROSTATION COMMUNITY (Logo)	Bentley Systems, Incorporated	4/21/98	2,152,889
U.S.	TRIFORMA	Bentley Systems, Incorporated	11/18/97	2,114,056
U.S.	WORKPLACE and Design	Bentley Systems, Incorporated	7/21/98	2,174,690
West Germany	MICROSTATION	Bentley Systems, Incorporated	2/10/97	39,701,005
West Germany	QUICKVISION	Bentley Systems, Incorporated	8/1/97	3,960,791
West Germany	TMC THE MICROSTATION COMMUNITY	Bentley Systems, Incorporated	4/9/97	39,640,753

Common Law Trademarks

MARK	OWNER	SERIAL NO.
BRIDGE SELECTCAD*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
COGOWORKS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
CONSTRUCTION SELECTCAD*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
DESCARTES	Bentley Systems, Incorporated	common law
DRAFT WORKS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
ERPINTEGRATOR/S	Bentley Systems, Incorporated	common law
ERPSCOPE/S	Bentley Systems, Incorporated	common law
FIELDWORKS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
GEOCOORDINATOR	Bentley Systems, Incorporated	common law
I/RAS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
I/RASTER*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
IMAGE ++	Bentley Systems, Incorporated	common law
IMAGE MANAGER	Bentley Systems, Incorporated	common law

MARK	OWNER	SERIAL NO.
INFLOW*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS BRIDGE*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS COGO CLASSIC*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS COMMIT*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS CONSTRUCTION*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS DOT*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS DRAFT*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS HIGHWAY*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS NETWORK*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS SELECTCAD*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS SITE*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS SURVEY*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INROADS WORKGROUP*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INSEWER*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INSITE*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INSITU*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INSURV*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INTERSITE*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
INXPRESS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
ISAC*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
JMDL	Bentley Systems, Incorporated	common law
OPTI/SE	Bentley Systems, Incorporated	common law
SITE SELECTCAD*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
SITWORKS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
STORM & SANITARY SELECTCAD*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
SURVEY SELECTCAD*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law

MARK	OWNER	SERIAL NO.
TRACKWORKS*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law
WEBPLOT*	Bentley Systems, Incorporated (acquired from Intergraph Corporation)	common law

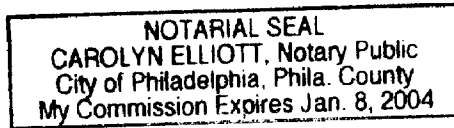
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 26th day of December, 2000, before me personally appeared Thomas A. Gutman to me known and being duly sworn, deposes and says that he is Vice President of PNC Bank, National Association, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Carolyn Elliott
Notary Public

My Commission Expires:



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 26th of December, 2000, before me personally appeared David Nafim to me known and being duly sworn, deposes and says that s/he is the Senior Vice President of Bentley Systems, Incorporated, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott

Notary Public

My Commission Expires:

