

06-08-2001

Form PTO-1594
1-31-92

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent

Documents or copy thereof.
party(ies):

101742469

6-4-01

1. Name of conveying party(ies):
 Innoveda, Inc.
 293 Boston Post Road West
 Marlboro, MA 01752

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other: _____
 Additional name(s) of conveying party(ies)
 attached? Yes X No

3. Nature of conveyance:
 Assignment Merger
 Security Interest Change of Name
 Other: _____

Execution Date: 5/10/01

Name: Fleet National Bank
 Internal Address: _____
 Street Address: 100 Federal Street
 City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other: national banking association
 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 registration numbers(s):
 A. Trademark Application No.(s)

B. Trademark Registration Nos. 2217475; 1898015; 1563184;
 1378995; 1384077; 1377046

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning
 document should be mailed:
 Name: Amy B. Spagnole, Esq.
 Internal Address: Hinckley, Allen & Snyder, LLP

 Street Address: 28 State Street

 City: Boston State: MA Zip: 02109

6. Total number of applications and
 registrations involved: [6]

7. Total fee (37 CFR 3.41) \$165
 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.

_____ *Amy B. Spagnole* _____
 Amy B. Spagnole, Esq. Signature Date

Total number of pages comprising cover sheet [1]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INNOVEDA, INC.

AMENDED AND RESTATED
CONDITIONAL TRADEMARK ASSIGNMENT

THIS AMENDED AND RESTATED CONDITIONAL TRADEMARK ASSIGNMENT dated as of May 10, 2001 by INNOVEDA, INC., a Delaware corporation, formerly known as Summit Design, Inc., with a principal place of business at 293 Boston Post Road West, Marlboro, Massachusetts 01752 ("Assignor") in favor of FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at 100 Federal Street, Boston, Massachusetts 02110, as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement, as defined below.

WHEREAS, pursuant to a Certificate of Merger filed by Assignor's wholly-owned subsidiary, Viewlogic Systems, Inc., a Delaware corporation ("Viewlogic") with the Secretary of State of the State of Delaware on March 23, 2000 pursuant to a Merger Agreement and Plan of Reorganization dated September 16, 1999 by and among Assignor, Hood Acquisition Corp., a Delaware corporation, a wholly-owned subsidiary of Assignor ("Hood") and Viewlogic, Hood was merged with and into Viewlogic with Viewlogic as the surviving entity effective March 23, 2000, and Assignor became the owner of one hundred percent of the issued and outstanding shares of common stock of Viewlogic (the "First Merger and Acquisition");

WHEREAS, pursuant to a First Amendment to Amended and Restated Certificate of Incorporation filed by Summit with the Secretary of State of the State of Delaware on March 23, 2000, Assignor changed its name from "Summit Design, Inc." to "Innoveda, Inc. (the "Name Change");"

WHEREAS, pursuant to a Certificate of Ownership and Merger filed by Assignor with the Secretary of State of the State of Delaware on December 26, 2000, Viewlogic, was merged with and into Assignor with Assignor as the surviving entity effective December 31, 2000, (the "Second Merger" and, collectively with the First Merger and Acquisition, the "Mergers");

WHEREAS, Assignor is a party to an Amended and Restated Loan Agreement dated as of July 31, 2000 among Assignor, Viewlogic, the Agent and the Lenders (as may be further amended from time to time, the "Loan Agreement") pursuant to which the Lenders have agreed to make certain loans to Assignor;

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 31, 2000 by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in all of Assignor's assets, including, without limitation, the property described in Section 1(i) below, to secure, inter alia, the payment and

performance of the Obligations of Assignor to Assignee and/or the Lenders under the Loan Agreement;

WHEREAS, in connection with the Security Agreement, Assignor further executed a Conditional Trademark Assignment dated as of July 31, 2000 in favor of Assignee ("the Existing Assignment") and agreed to provide to Assignee a list of Assignor's trademarks and servicemarks (the "Marks") registered with the United States Patent and Trademark Office (the "USPTO") to be attached to the Existing Assignment as Schedule A thereto (the "Schedule");

WHEREAS, the Schedule that was provided to Assignee was determined to include Marks that had either been abandoned or for which the requisite documents reflecting the Mergers and/or Name Change had not been filed with the USPTO;

WHEREAS, Assignor has provided Assignee with a revised Schedule listing all Marks and applications for Marks registered or filed with the USPTO in the name of Assignor in which Assignor has any interest which Assignor in the good faith exercise of its reasonable business judgment believes have significant value to the conduct of Assignor's business; and

WHEREAS, Assignor and Assignee now desire to amend and restate the Existing Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. Assignor does hereby confirm and ratify the conditional assignment, sale and transfer and grant unto Assignee, for the ratable benefit of itself and the other Lenders, of all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on Schedule A, attached hereto and incorporated herein by reference and all of the goodwill of the business connected with the use of or symbolized by, each of the foregoing;

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS, UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, THE OCCURRENCE OF AN EVENT OF DEFAULT.

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which Security Agreement are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all the U.S. registered trademarks and servicemarks owned by Assignor which Assignor in the good faith exercise of its reasonable business judgment, believes have significant value to the conduct of Assignor's business and (b) all the applications pending for U.S. registration of trademarks and servicemarks owned by Assignor which Assignor in the good faith exercise of its reasonable business judgment believes have significant value to the conduct of Assignor's business.

(iv) to the best of Assignor's knowledge, the registered Trademarks listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the registered Trademarks listed on Schedule A is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the registered Trademarks listed on Schedule A, free and clear of any liens, charges and encumbrances, including, without limitation, licenses (other than licenses granted to third parties in the ordinary course of business and licenses granted to Synopsys, Inc. (collectively, the "Permitted Licenses") and covenants by Assignor not to sue third persons.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (other than Permitted Licenses) which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Loan Agreement, without the Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain additional registered trademarks or servicemarks, or become the owner of any registration applications for trademarks or servicemarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee and each Lender, their respective affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, (collectively, "Losses") incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or the Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future U.S. trademarks, servicemarks, or trademark or servicemark applications owned by Assignor.

7. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Conditional Trademark Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

INNOVEDA, INC.

By: Kevin P. O'Brien
Kevin P. O'Brien
Vice President of Finance and Chief
Financial Officer

The Commonwealth of Massachusetts)
County of MIDDLESEX) ss

On this 10th day of MAY, 2001, before me a Notary Public in and for said Commonwealth, duly commissioned and sworn, personally appeared **Kevin P. O'Brien**, personally known to me to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.

Diana E. Brewer
Notary Public

DIANA E. BREWER
Print Name

My Commission Expires: 6/29/01

[SEAL]

TRADEMARKS/SERVICEMARKS

Registrant/Applicant: Innoveda, Inc.			
	<u>Trademark/Service mark</u>	<u>Registration or Serial Number</u>	<u>File Date/No. of Verified Declaration of Use*</u>
1.	Summit Design	2,217,475	
2.	Visual HDL	1,898,015	
3.	ViewBase	1,563,184	
4.	ViewDraw	1,378,995	
5.	Viewlogic	1,384,077	
6.	ViewSim	1,377,046	
* Complete for each Pending Intent-to-Use Application			