

06-11-2001



Form PTO-1594
(Rev. 03/01)
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SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Applicon, Inc.

6-1-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- 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: August 25, 1999

2. Name and address of receiving party(ies)

Name: Unigraphics Solutions Inc.

Internal Address: _____
Address: _____

Street Address: 13736 Riverport Drive

City: Maryland Heights State: MO Zip: 63043

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,398,302

Additional number(s) attached Yes No

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

Name: Steven L. Page

Internal Address: _____

Electronic Data Systems Corporation

M/S H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

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:

05-0765

(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.

Steven L. Page
Name of Person Signing

Signature

May 23, 2001
Date

Total number of pages including cover sheet, attachments, and document: 12

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

06/08/2001 AAHMED1 00000106 050765 1398302

01 FC:481 40.00 CH

TRADEMARK
REEL: 002311 FRAME: 0539

REGISTERED TRADEMARK AND DOMAIN NAME ASSIGNMENT

WHEREAS, Unigraphics Solutions Inc., a corporation organized and existing under the laws of the State of Delaware (“Assignee”) desires to acquire all of Assignors’ right, title and interest in, to and under the tradenames, trademarks, and service marks, identified on Exhibit A attached hereto, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and any and all rights related thereto (collectively “Trademark Rights”);

WHEREAS, Applicon, Inc., a corporation organized and existing under the laws of the State of Delaware (“Assignor”) desires to transfer all of its right, title and interest in, to and under the Trademark Rights; and

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Unigraphics Solutions Inc., Applicon, Inc., and Applicon Holdings, Inc., Assignor has agreed to sell, assign, and transfer to Assignee all of its worldwide right, title, and interest in, to, and under the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest in, to and under the Trademark Rights, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and any and all trademark and/or service mark rights related thereto, together with any and all of the goodwill of the business(es) symbolized by and/or associated with the Trademark Rights, and all income, royalties, fees, damages, and payments previously, concurrently or thereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Trademark Rights, and/or any variations thereof.

Assignor shall execute the Registration Name Change Agreement attached hereto as Exhibit B or its most current version, transferring the domain name APPLICON.COM (the “Domain Name”) to Assignee. If inquiry of Assignor is made by Network Solutions, Inc., InterNIC, or any other domain name registration service provider (hereinafter “Registrar”), Assignor will confirm in writing that the Registrant Name Change Agreement transferring all of its rights in, to and under the Domain Name is genuine and should be granted. If for some reason the Registrar does not accept or requires supplementation of the agreement attached as Exhibit B, Assignor agrees to execute any other forms or documents requested by Assignee or the Registrar to transfer or confirm the transfer of all right, title and interest in, to and under the Domain Name to Assignee.

Assignor hereby agrees to execute, acknowledge and deliver any and all documents as may be necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Rights, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Rights.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the 25th day of August, 1999.

APPLICON, INC.

By: [Signature]

Title: Chairman

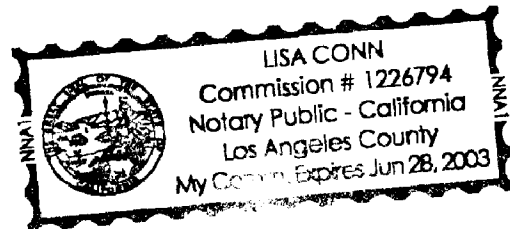
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 13 day of OCT., 1999, before me personally came ALEC E. GORES, to me known, who, being duly sworn did depose and say that he/she is the CHAIRMAN of Applicon, Inc., the corporation described in the foregoing Assignment, and being duly authorized, he/she executed the foregoing Assignment as the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 6-28-2003



UNIGRAPHICS SOLUTIONS INC.

By: John J. Mazzola
John J. Mazzola

Title: President and CEO

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this 20th day of Aug., 1999, before me personally came John J. Mazzola, to me known, who, being duly sworn did depose and say that he/she is the president and CEO of Unigraphics Solutions Inc., the corporation described in the foregoing Assignment, and being duly authorized, he/she executed the foregoing Assignment as the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kimberly L. Graczyk
Notary Public Kimberly L. Graczyk

My Commission Expires: June 10, 2001



KIMBERLY L. GRACZYK
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 10, 2001

503435

Exhibit A

TRADEMARK RIGHTS

Trademark and Service Mark Registrations and Applications

Description	Country	Registration	Class	Issue Date	Expiration Date
APPLICON	Austria Benelux France Germany Italy Liechtenstein Portugal Spain Switzerland Yugoslavia	466029	9,42	Dec. 15, 1981	Dec. 15, 2001
	China	260759	9	Aug. 30, 1986	Aug. 29, 2006
	U.K.	1157027 1157030 1157031	9 16 20	Jul. 3, 1981	Jul. 3, 2002
APPLICON (with Design)	Austria Benelux France Germany Italy Liechtenstein Portugal Spain Switzerland Yugoslavia U.K.	466028 1157028	9,42 9	Dec. 15, 1981	Dec. 15, 2001 Jul. 3, 2002
BRAVO	Australia Canada France India Italy Japan Switzerland U.S.A.	A421995 315182 1298111 A-433606 462944 2482068 339441 1,398,302	9 9 9 9 11 9 9	Feb. 8, 1985 Jun. 13, 1986 Feb. 5, 1985 Feb. 8, 1985 Feb. 15, 1985 Nov. 30, 1992 Feb. 7, 1985 Jan. 24, 1986	Feb. 8, 2006 Jun. 13, 2001 Feb. 12, 2007 Feb. 8, 1999 Feb. 15, 2005 Nov. 30, 2002 Feb. 7, 2005 June 24, 2006
BRAVO!	U.K.	1238978	9	Mar. 29, 1985	Mar. 29, 2006

BRAVO APPLICON	Germany	1111273	9,42	Jul. 13, 1993	Nov. 30, 2005
COMPACT II	Canada	190432	2		Apr. 27, 2003
	Denmark	01.797-1977	3		May 20, 2007
	Israel	40874	3		Jun. 19, 2010
	Italy	442685	3		Nov. 11, 2001
	Norway	111105	6		May 6, 2002
	Sweden	156117	3		Jul. 16, 2006
MacBRAVO!	Austria	125918	2		Jul. 7, 1999
	Benelux	459356	2		Jan. 24, 1999
	Canada	386059	2		Jan. 28, 2006
	Finland	115740	3		Jan. 7, 2002
	France	1512021	3		Jan. 23, 1999
	Germany	1 149 488	3		Jan. 25, 1999
	Greece	93.645	3		May 9, 1999
	Norway	140.100	3		Jan. 11, 2000
	Sweden	221604	3		Mar. 8, 2001
	Switzerland	370331	3		Jan. 23, 2009
	U.S.A.	1,592,868	3		Apr. 24, 2000
	“[!]” (Design)	Austria	129344		
Benelux		465503			Aug. 24, 1999
Canada		393795			Feb. 7, 2007
China		533592			Nov. 9, 2000
Denmark		01.382-1991			Mar. 8, 2001
Finland		115265			Dec. 5, 2001
France		1548097			Aug. 25, 1999
Germany		1 158 754			Aug. 21, 1999
Greece		96.842			Dec. 15, 1999
Indonesia		276.689			Jun. 30, 2002
Japan		2589221			Oct. 29, 2003
Norway		144.440			Mar. 14, 2001
Spain		1.517.888			Aug. 30, 1999
Sweden		226156			Aug. 30, 2001
Switzerland		375310			Aug. 24, 2009
S Korea		202000			Sep. 28, 2000
U.S.A.		1,600,553			Jun. 12, 2000
“!” (Stylized)	Austria	125922			Jul. 7, 1999
	Benelux	454487			Feb. 1, 1999
	Canada	385,860			Jun. 21, 2006
	Denmark	06.896-1989			Nov. 10, 1999
	Finland	114149			Oct. 7, 2001
	France	1512936			Jun. 2, 1999
	Germany	1186638			Jan. 26, 1999
	Greece	93.644			May 9, 1999
	Indonesia	267.853			Oct. 12, 2001
	Norway	141.078			Apr. 19, 2000
	Spain	1312701			Oct. 5, 2010
	Sweden	218650			Sep. 7, 2000
	Switzerland	370568			Jan. 27, 2009
	U.S.A.	1,603,527			Jun. 26, 2000

Domain Names

APPLICON.COM

503435

Exhibit B

Registrant Name Change Agreement



NETWORK SOLUTIONS™

Send Postal Mail or Courier to:
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
(703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com)
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below
Current Registrant's Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement
New Registrant's Address	Enter the correct address of the New Registrant
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a "New," text version Domain Name Registration Agreement ("New Registrant's Application"). The text version of the Domain Name Registration Agreement can be found at URL ftp://rs.internic.net/templates/domain-template.txt

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Domain Name Registration Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Domain Name Registration Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Domain Name Registration Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Domain Name Registration Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

The date of the Current Registrant's signature must be the SAME DATE as the date of notarization.

An individual cannot sign the Registrant Name Change Agreement on behalf of a corporation

Current Registrant must complete below:

Organization
Signature
Signor's Name (please print)
Title: <input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Owner <input type="checkbox"/> COO <input type="checkbox"/> Vice Pres. <input type="checkbox"/> Partner <input type="checkbox"/> CFO <input type="checkbox"/> Treasurer <input type="checkbox"/> Manager <input type="checkbox"/> Controller <input type="checkbox"/> Director <input type="checkbox"/> Principal <input type="checkbox"/> Other (specify)
Active email address
Phone Number

New Registrant must complete below:

Organization
Signature
Signor's Name (please print)
Title: <input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Owner <input type="checkbox"/> COO <input type="checkbox"/> Vice Pres. <input type="checkbox"/> Partner <input type="checkbox"/> CFO <input type="checkbox"/> Treasurer <input type="checkbox"/> Manager <input type="checkbox"/> Controller <input type="checkbox"/> Director <input type="checkbox"/> Principal <input type="checkbox"/> Other (specify)
Active email address
Phone Number

Date

Date

Notarization

A notary public or its foreign equivalent must certify the Current Registrant's signature.

County of: _____

State of: _____

The foregoing instrument was signed before me by _____ on this date.
(person being witnessed)

Notary's Name (printed): _____

Notary's Signature: _____

Date of notarization: _____

My commission expires: _____