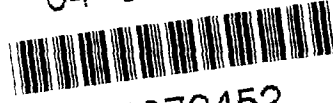


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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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):  
ICEBREAKER, INC.

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: March 19, 2002

2. Name and address of receiving party(ies)  
 Name: SAS IP, INC.  
 Internal Address \_\_\_\_\_  
 Street Address: 1731 Fleischli Parkway  
 City: Cheyenne    State: WY    Zip: 82001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State    Delaware  
 Other \_\_\_\_\_

If assigned is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

A. Trademark Application No.(s)  
 \_\_\_\_\_  
 Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
2,236,167  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Miriam J. Rovner, Senior Legal Assistant  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Goodwin Procter LLP  
Exchange Place, 53 State Street  
 City: Boston    State: MA    Zip: 02109-2881

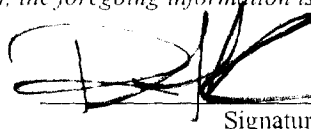
6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 07-1700  
 (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.*

Rachelle A. Kagan        April 12, 2002  
 Name    Signature    Date

Total number of pages include cover sheet, attachments, and document: 5

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

LIBC:1485755.1  
CPI 1703/162

TRADEMARK  
REEL: 002494 FRAME: 0656

04/30/2002 LINDSEY 0000044 2236167 40.00 CP 01 FC:401

**NOTICE OF  
TRADEMARK ASSIGNMENT**

Effective Date: March 19, 2002

**WHEREAS**, ICEBREAKER, INC., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 822 Boylston Street, Chestnut Hill, Massachusetts 02467 ("Assignor") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

**WHEREAS**, SAS IP, INC., a corporation organized and existing under the laws of the State of Wyoming and having a place of business at 1731 Fleischli Parkway, Cheyenne, WY 82001-3355 ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof;

**WHEREAS**, the Assignor and Assignee's sole stockholder and parent corporation, ANSYS, Inc., a Delaware corporation ("ANSYS"), have entered into an Asset Purchase Agreement dated as of the date set forth above (the "Purchase Agreement") pursuant to which, among other things, ANSYS has agreed to purchase from Assignor, and Assignor has agreed to sell to ANSYS, among other things, the Marks;

**WHEREAS**, ANSYS has directed the Assignor to transfer the Marks directly to Assignee, its subsidiary; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor conveyed to ANSYS certain other assets of its business.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:

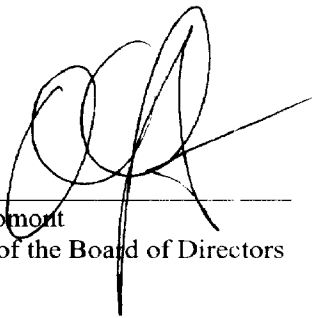
1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 17<sup>th</sup> day of March 2002 with effect as of March 17, 2002.

**ASSIGNOR:**

IceBreaker, Inc.

By: \_\_\_\_\_  
Name: David Solomon  
Title: Chairman of the Board of Directors



**ASSIGNEE:**

SAS IP, Inc.

By: \_\_\_\_\_  
Name:  
Title:

**NOTICE OF  
TRADEMARK ASSIGNMENT**

Effective Date: March 19, 2002

**WHEREAS**, ICEBREAKER, INC., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 822 Boylston Street, Chestnut Hill, Massachusetts 02467 ("Assignor") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

**WHEREAS**, SAS IP, INC., a corporation organized and existing under the laws of the State of Wyoming and having a place of business at 1731 Fleischli Parkway, Cheyenne, WY 82001-3355 ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof;

**WHEREAS**, the Assignor and Assignee's sole stockholder and parent corporation, ANSYS, Inc., a Delaware corporation ("ANSYS"), have entered into an Asset Purchase Agreement dated as of the date set forth above (the "Purchase Agreement") pursuant to which, among other things, ANSYS has agreed to purchase from Assignor, and Assignor has agreed to sell to ANSYS, among other things, the Marks:

**WHEREAS**, ANSYS has directed the Assignor to transfer the Marks directly to Assignee, its subsidiary; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor conveyed to ANSYS certain other assets of its business.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 19<sup>th</sup> day of March 2002 with effect as of March 19, 2002.

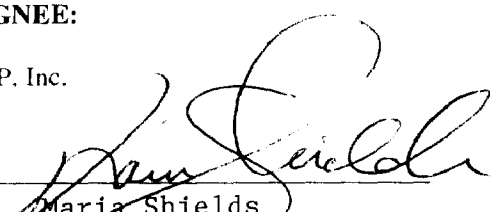
**ASSIGNOR:**

IceBreaker, Inc.

By: \_\_\_\_\_  
Name: David Solomont  
Title: Chairman of the Board of Directors

**ASSIGNEE:**

SAS IP, Inc.

By:   
Name: Maria Shields  
Title: President and Secretary

MASSACHUSETTS

STATE OF ~~DELAWARE~~

COUNTY OF Middlesex ) SS.  
)

On this 17th day of March, 2002, before me personally appeared DAVID Solomon, to me personally known, who, being by me duly sworn, did say that he is the Chairman of IceBreaker, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Chairman acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Anita Marie Zelicato  
Notary Public  
My Commission Expires: 5/15/03

PENNSYLVANIA  
STATE OF ~~DELAWARE~~

COUNTY OF WASHINGTON

) SS.  
)

On this 20<sup>th</sup> day of March, 2002, before me personally appeared Maria Shields, to me personally known, who, being by me duly sworn, did say that (s)he is the Pres./Secretary of SAS IP, Inc., a Wyoming corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Maria Shields acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

*Jacqueline E. Schade*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-27-03

Notarial Seal  
Jacqueline L. Schade, Notary Public  
Geol Twp., Washington County  
My Commission Expires Jan. 27, 2003  
Member, Pennsylvania Association of Notaries

Exhibit A

MARKS

<i>COUNTRY</i>	<i>MARK</i>	<i>STATUS</i>	<i>CLASS(ES)</i>	<i>APP. NO.</i>	<i>REG. NO.</i>	<i>Filing / Reg. Date</i>
United States of America	<b>ICEBREAKER</b>	Registered	IC 009. US 021 023 026 036 038.		2,236,167	March 30, 1999

LIBC/1446265.1