

4/26/02

05-10-2002



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

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Comerica Bank-California

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other California banking corporation

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

2. Name and address of receiving party(ies)

Name: Comerica Bank, as Agent

Internal Address: One Detroit Center, 9th Floor

Street Address: 500 Woodward Ave.

City: Detroit State: MI Zip: 48226

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Michigan banking corporation, 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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Assignment of Security Interest

Execution Date: 4/18/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,075,723

2,075,722; 2,075,622; 2,021,105

Additional number(s) attached Yes No

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

Name: Susan M. Kornfield

Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41) \$ 340.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

02-2880

OFFICE OF PUBLIC RECORDS 2002 APR 26 AM 11:23 FINANCE SECTION

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9. Signature.

Susan M. Kornfield Name of Person Signing

Susan M Kornfield Signature

4/26/02 Date

Total number of pages including cover sheet, attachments, and document: 6

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

05/10/2002 T01A21 00000050 2075723

01 FC:481 40.00 OP

02 FC:482 300.00 OP

TRADEMARK REEL: 002502 FRAME: 0989

Recordation Form Cover Sheet Continuation

Comerica Bank-California

Additional Trademark Registration Numbers

1,964,963

1,856,660

1,571,643

1,525,384

1,367,412

1,324,421

1,324,419

1,330,631

1,341,607

Execution Copy

**ASSIGNMENT OF LOAN AND SECURITY
AGREEMENT AND OTHER LOAN DOCUMENTS**

This Assignment of Loan and Security Agreement and Other Loan Documents ("Assignment") is executed and delivered as of the 18th day of April, 2002, by the undersigned parties.

RECITALS:

A. MSC.Software Corporation, a Delaware corporation ("Company") and Comerica Bank-California ("Assignor") executed and delivered that certain MSC.Software Comerica Bank-California Loan and Security Agreement dated as of August 11, 1999 (as amended, the "Prior Loan Agreement"), together with the Notes issued thereunder and various other loan documents delivered in connection therewith (as such terms are defined therein and collectively referred to herein as "Prior Loan Documents").

B. As of the date of this Assignment, Assignor holds the Revolving Credit Note ("Assignor's Revolving Credit Note") issued under the Prior Loan Agreement in the amount of Twelve Million Dollars (\$12,000,000) and the Term Note ("Assignor's Term Note") issued under the Prior Loan Agreement in the amount of Eight Million Dollars (\$8,000,000).

C. Comerica Bank, as Agent for the Banks ("Agent" and sometimes "Assignee") under the Credit Agreement referred to below (each such term being defined in the Credit Agreement) wishes to acquire from Assignor all of Assignor's right, title and interest in, to and under the Prior Loan Agreement and the Prior Loan Documents, including without limitation each of the Assignor's Revolving Credit Note and Assignor's Term Note and Assignor is willing to assign all of such documents and instruments to Assignee, as Agent for the Banks.

NOW THEREFORE, it is hereby agreed as follows:

1. Assignor does hereby sell, assign and transfer, without recourse, representations or warranties except as set forth herein, to Assignee all of Assignor's right, title and interest in, to and under each of the Assignor's Revolving Credit Note and Term Note, the Prior Loan Agreement and the Prior Loan Documents. It is acknowledged and confirmed that the Assignee, immediately after giving effect to this Assignment, shall hold all of the interest in each of the Assignor's Revolving Credit Note and Term Note.

2. Concurrently with the assignments, grants and conveyances hereunder, the Notes issued under the Prior Loan Agreement are to be renewed by the Banks (as defined below), pursuant to and in accordance with the terms and conditions of that certain MSC.Software Corporation Revolving Credit and Term Loan Agreement (the "Credit Agreement") dated as of the date hereof, among Comerica Bank-California, U.S. Bank National Association, BNP Paribas, The Bank of Nova Scotia and Keybank National Association (collectively, the "Banks"), the Company and Comerica Bank, in its capacity as Agent for Banks, and the Revolving Credit Notes, the Term Notes and the Swing Line Note issued thereunder.

3. Assignee expressly acknowledges that the Assignment hereunder has been given by Assignor at the request of such Assignee, without recourse and without representation of warranty except as set forth in paragraph 3 below.

4. Assignor hereby represents and warrants that it is the legal and beneficial owner of the interests being sold and assigned by it hereunder and that such interest is free and clear of any lien, participation or other adverse claim created by or through Assignor.

5. This Assignment shall not be effective unless concurrently herewith each of the parties thereto executes and delivers the Credit Agreement and all of the transactions contemplated to occur on the effective date of the Credit Agreement are consummated.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan.

7. Capitalized terms used but not defined herein shall have the meanings set forth in the Prior Loan Agreement.

Witness the due execution hereof as of the day and year first above written.

ASSIGNOR:

COMERICA BANK - CALIFORNIA

By: [Signature]

Its: VICE PRESIDENT

Acceptance of Assignment

The undersigned hereby accept the within Assignment pursuant to the terms and conditions hereof, all as of April 18, 2002.

COMERICA BANK, as Agent

By:

Its:

Acknowledgment and Confirmation

The undersigned, as of April __, 2002, hereby acknowledges, approves and agrees to be bound by the within assignment, and further acknowledges and confirms that no setoff, defenses or counterclaims exist under any of the Notes (issued under the Prior Loan Agreement), the Prior Loan Agreement or the Prior Loan Documents executed thereunder.

**MSC.SOFTWARE CORPORATION, a
Delaware corporation**

By: _____

Its: _____

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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Name of Person Signing

Susan M. Kornfield
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4/26/02

Date

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