

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2006)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):
Bentley Systems Incorporated

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

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

2. Name and address of receiving party(ies)
Name: **Intergraph Corporation**

Internal Address: **Mailstop IW2008**

Street Address: **289 Dunlop Boulevard**

City: **Huntsville** State: **AL** Zip: **35894-0001**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Anulment of Assignment Recorded at Serial 2236, Frame 0642**

Execution Date: **12/26/2000**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2,073,200

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

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

Internal Address: **Alston & Bird LLP**
North Building, 10th Floor

Street Address: **601 Pennsylvania Avenue, N.W.**

City: **Washington** State: **D.C.** Zip: **20004**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0605, Order No. 040388/172685

(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.

Edward M. Prince *Edward M Prince* **1/24/03**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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

**AMENDMENT NO. 1
TO
ASSET PURCHASE AGREEMENT**

This Amendment No. 1 to Asset Purchase Agreement is entered into as of December 7, 2001 (the "Effective Date") between Bentley Systems, Incorporated, a Delaware corporation, as representative for itself and each of its direct and indirect majority owned subsidiaries (collectively referred to herein as "Bentley"), and Intergraph Corporation, a Delaware corporation, as representative for itself and each of its direct and indirect majority owned subsidiaries (collectively referred to herein as "Intergraph").

BACKGROUND

Bentley and Intergraph entered into that certain Asset Purchase Agreement dated December 26, 2000 (the "APA"), pursuant to which Intergraph sold, and Bentley purchased, the Acquired Assets (as defined in the APA).

Intergraph's *FrameWorks* product was mistakenly included as one of the Acquired Assets in the APA.

Bentley and Intergraph desire to amend the APA in order to delete all references therein to *FrameWorks* as an Acquired Asset.

AGREEMENT

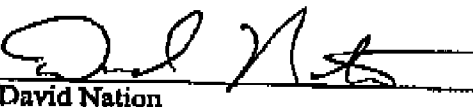
In consideration of the mutual covenants and promises contained herein, Bentley and Intergraph do hereby agree as follows:

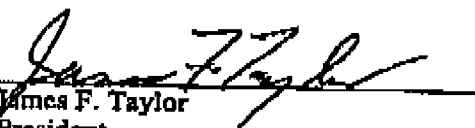
1. Both parties hereto hereby agree that:
 - (a) notwithstanding the appearance of the *FrameWork* product on any of the APA's schedules, exhibits, or other documents related thereto, *FrameWorks* is not one of the Acquired Assets; therefore no right, title, or interest in and to the *FrameWorks* product was granted, transferred, assigned, conveyed or delivered to Bentley pursuant to the APA; *and*
 - (b) as between Bentley and Intergraph, Intergraph is the sole owner of all right, title and interest (including, without limitation, all applicable patents, copyrights, and trademarks) in and to the product *FrameWorks*.
2. This Amendment shall be effective as of the Effective Date.

Bentley and Intergraph, intending to be legally bound hereby, have executed this Amendment as of the date first written above.

BENTLEY SYSTEMS INCORPORATED

INTERGRAPH CORPORATION

By: 
 David Nation
 Its: Senior Vice President of Corporate Affairs
 and General Counsel

By: 
 James F. Taylor
 Its: President