

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UGS Corp.		05/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Serial Number:	75346379	BETTER LAYOUTS FASTER
Serial Number:	73522744	BRAVO
Serial Number:	75082759	E A I
Serial Number:	75082758	EAI
Serial Number:	75082757	EAI ENGINEERING ANIMATION
Serial Number:	75319691	FABCAD
Serial Number:	74104030	FACTORYCAD
Serial Number:	74103910	FACTORYFLOW
Serial Number:	75029182	FACTORYOPT
Serial Number:	74107031	FACTORYPLAN
Serial Number:	75284144	FEMAP
Serial Number:	73182843	GRIP
Serial Number:	74422428	IMAN
Serial Number:	75847435	IMANEDGE
Serial Number:	75556980	INOVIE

OP \$1815.00 75346379

Serial Number:	75556203	JDOT
Serial Number:	75574933	
Serial Number:	75082555	
Serial Number:	76196380	
Serial Number:	74040242	PARASOLID
Serial Number:	75509244	PRODUCTVISION
Serial Number:	75574932	PRODUCTVISION
Serial Number:	75746984	RAPIDIMAN
Serial Number:	73715128	SMARTCAM
Serial Number:	74721439	SOLID EDGE
Serial Number:	75131517	SOLID EDGE EXCHANGE
Serial Number:	75556204	TEAMCENTER
Serial Number:	75339748	UG
Serial Number:	75339749	UG
Serial Number:	75339842	UG
Serial Number:	76196379	UGS
Serial Number:	76196233	UGS
Serial Number:	75318743	UNIGRAPHICS
Serial Number:	75313450	UNIGRAPHICS
Serial Number:	75313588	UNIGRAPHICS
Serial Number:	75313451	UNIGRAPHICS
Serial Number:	75357699	UNIGRAPHICS SOLUTIONS
Serial Number:	75357693	UNIGRAPHICS SOLUTIONS
Serial Number:	75357688	UNIGRAPHICS SOLUTIONS
Serial Number:	75357698	UNIGRAPHICS SOLUTIONS
Serial Number:	75357553	UNIGRAPHICS SOLUTIONS
Serial Number:	76055131	VISCONCEPT
Serial Number:	75414977	VISFACTORY
Serial Number:	74601599	VISLAB
Serial Number:	75414978	VISLINE
Serial Number:	75115485	VISMOCKUP
Serial Number:	75000590	VISMODEL
Serial Number:	75364689	VISNETWORK
Serial Number:	75338274	VISPRODUCTS
Serial Number:	76055129	VISPUBLISH3D

Serial Number:	75075823	VISVIEW
Serial Number:	73628957	VSA
Registration Number:	2806971	
Registration Number:	1633888	CAM CONNECTION
Registration Number:	1430965	CAMAND
Registration Number:	2271932	E!SP
Registration Number:	2283957	GET THERE FASTER
Registration Number:	2223445	I-DEAS
Registration Number:	2283976	I-DEAS
Registration Number:	2345990	I-DEAS
Registration Number:	2282113	I-DEAS GET THERE FASTER
Registration Number:	1870233	METAPHASE
Registration Number:	1884162	
Registration Number:	1629925	SDRC
Registration Number:	1665685	SDRC I-DEAS
Registration Number:	1410312	SHERPA
Registration Number:	2261339	SHERPAWORKS
Registration Number:	1813546	SURFACER
Registration Number:	2406840	VISQ
Registration Number:	2669612	EBREVIATE
Registration Number:	2776790	EBREVIATE
Registration Number:	2805708	EBREVIATE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: LLevy@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	086251/0573
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 27, 2004 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMorgan Chase Bank, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, UGS Corp., a Delaware corporation (to be merged with and into UGS PLM Solutions Inc.), has entered into a Credit Agreement dated as of May 27, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with UGS Holdings, Inc., a Delaware corporation ("Holdings"), JPMorgan Chase Bank, as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of May 27, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor (including, without limitation, each Trademark registration and application therefore, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

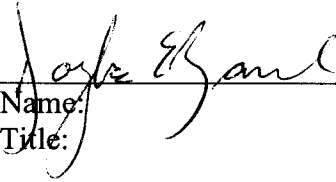
Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UGS CORP.

By: 
Name:
Title:

Address for Notices:
13690 Riverport Drive
Maryland Heights, MO 63043

UGS HOLDINGS, INC.

By: 
Name:
Title:

Address for Notices:

UGS PLM SOLUTIONS
INTERNATIONAL INC.

By: 
Name:
Title:

Address for Notices:
13690 Riverport Drive
Maryland Heights, MO 63043

UGS PLM SOLUTIONS ASIA/PACIFIC
INCORPORATED

By: Jayls E. Zarril
Name:
Title:

Address for Notices:
13690 Riverport Drive
Maryland Heights, MO 63043

UGS EUROPEAN HOLDINGS, INC.

By: Jayls E. Zarril
Name:
Title:

Address for Notices:
13690 Riverport Drive
Maryland Heights, MO 63043

UGS JAPANESE HOLDINGS, INC.

By: Jayls E. Zarril
Name:
Title:

Address for Notices:
13690 Riverport Drive
Maryland Heights, MO 63043

The undersigned hereby acknowledges and agrees that, upon the effectiveness of the merger of UGS Corp. with and into UGS PLM Solutions Inc. with UGS PLM Solutions Inc. continuing as the surviving corporation under the name "UGS Corp.", it will succeed by operation of law to all of the rights and obligations of UGS Corp. set forth herein and that all references herein to the "Grantor" shall thereupon be deemed to be references to the undersigned.

UGS PLM SOLUTIONS INC.,

By: 
Name:
Title:

SCHEDULE I**U.S. TRADEMARKS**

TRADEMARK	APPLICATION/REGISTRATION NO.
BETTER LAYOUTS FASTER	75/346,379
BRAVO	73/522,744
E A I & DESIGN (BLACK & WHITE)	75/082,759
E A I & DESIGN (COLORED EYE)	75/082,758
EAI ENGINEERING ANIMATION & Design	75/082,757
FABCAD	75/319,691
FACTORYCAD	74/104,030
FACTORYFLOW	74/103,910
FACTORYOPT	75/029,182
FACTORYPLAN	74/107,031
FEMAP	75/284,144
GRIP	73/182,843
IMAN	74/422,428
IMANEDGE	75/847,435
INOVIE	75/556,980
JDOT	75/556,203
MISCELLANEOUS DESIGN	75/574,933
MISCELLANEOUS DESIGN (EAI LOGO)	75/082,555
MISCELLANEOUS DESIGN (UGS)	76/196,380
PARASOLID	74/040,242

TRADEMARK	APPLICATION/REGISTRATION NO.
PRODUCTVISION	75/509,244
PRODUCTVISION & DESIGN	75/574,932
RAPIDIMAN	75/746,984
SMARTCAM	73/715,128
SOLID EDGE	74/721,439
SOLID EDGE EXCHANGE	75/131,517
TEAMCENTER	75/556,204
UG	75/339,748
UG	75/339,749
UG	75/339,842
UGS	76/196,379
UGS & DESIGN	76/196,233
UNIGRAPHICS	75/318,743
UNIGRAPHICS	75/313,450
UNIGRAPHICS	75/313,588
UNIGRAPHICS	75/313,451
UNIGRAPHICS SOLUTIONS	75/357,699
UNIGRAPHICS SOLUTIONS	75/357,693
UNIGRAPHICS SOLUTIONS	75/357,688
UNIGRAPHICS SOLUTIONS	75/357,698
UNIGRAPHICS SOLUTIONS	75/357,553
VISCONCEPT	76/055,131

TRADEMARK	APPLICATION/REGISTRATION NO.
VISFACTORY	75/414,977
VISLAB	74/601,599
VISLINE	75/414,978
VISMOCKUP	75/115,485
VISMODEL	75/000,590
VISNETWORK	75/364,689
VISPRODUCTS	75/338,274
VISPUBLISH3D	76/055,129
VISVIEW	75/075,823
VSA	73/628,957
X DESIGN	2,806,971
CAM CONNECTION	1,633,888
CAMAND	1,430,965
EISP	2,271,932
GET THERE FASTER	2,283,957
I-DEAS	2,223,445
I-DEAS & DESIGN	2,283,976
I-DEAS & DESIGN	2,345,990
I-DEAS & DESIGN GET THERE FASTER	2,282,113
METAPHASE	1,870,233
MISCELLANEOUS DESIGN	1,884,162
SDRC	1,629,925

TRADEMARK	APPLICATION/REGISTRATION NO.
SDRC I-DEAS	1,665,685
SHERPA	1,410,312
SHERPAWORKS	2,261,339
SURFACER	1,813,546
VISQ	2,406,840
EBREVIATE	2,669,612
EBREVIATE	2,776,790
EBREVIATE	2,805,708