

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronic Data Systems Corporation		09/30/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UGS Corp.		
Street Address:	5800 Granite Parkway		
Internal Address:	Suite 600		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1783301	INAIR	
CORRESPONDENCE DATA			
Fax Number:	(972)987-3378		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9729873211		
Email:	allen.lineberry@ugs.com		
Correspondent Name:	Allen Scott Lineberry		
Address Line 1:	5800 Granite Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Plano, TEXAS 75024		
NAME OF SUBMITTER:	Allen Scott Lineberry		
Signature:	// Allen Scott Lineberry //		
Date:	01/27/2005		

CH \$40.00 1783301

Total Attachments: 13

source=assignment#page1.tif
source=assignment#page2.tif
source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif
source=assignment#page7.tif
source=assignment#page8.tif
source=assignment#page9.tif
source=assignment#page10.tif
source=assignment#page11.tif
source=assignment#page12.tif
source=assignment#page13.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, EDS Information Services, L.L.C., a Delaware limited liability company ("EIS") having an address of 5400 Legacy Drive, Plano, Texas 75024, and Electronic Data Systems Corporation, a Delaware corporation having an address of 5400 Legacy Drive, Plano, Texas 75024, (together with EIS, "EDS" and "ASSIGNOR") has the entire right, title and interest in and to the unregistered copyrights (and any related U.S. copyright registration) in or relating to the items set forth in Appendix A attached hereto and incorporated herein (hereinafter "Copyrights"); and

WHEREAS, Assignor is the owner of certain Trademark applications and/or registrations listed in Appendix "B", attached hereto and incorporated herein (hereinafter "Trademarks") and Assignor desires to assign its right, title and interest in, to and under the Trademarks, including any goodwill associated therewith, all registrations therefore, all common law rights therein and any and all rights related thereto, including all service marks, logos, and domain names along with any applications for those rights to Assignee; and

WHEREAS, Assignor is the owner of other related intellectual property described in Appendix "C", attached hereto and incorporated herein (hereinafter "Other Intellectual Property") and Assignor desires to assign its right, title and interest in, to and under the Other Intellectual Property; and

WHEREAS, UGS Corp. (hereinafter "ASSIGNEE"), a corporation of the State of Delaware, is desirous of acquiring all right, title and interest in and to the Copyrights and the Trademarks listed, including all service marks, logos, and domain names along with any applications for those rights and the Other Intellectual Property:

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNOR hereby represents and warrants that it owns the entire right, title and interest in and to the Copyrights and Trademarks including all service marks, logos, and domain names along with any applications for those rights and has the right to enter into

this Assignment of Intellectual Property Rights and is not aware of any claim by any third party that the Copyrights, Trademarks, or Other Intellectual Property are invalid, are owned by a third party, or infringe or violate any intellectual property rights, except to the extent of rights included in the licenses identified in Appendix "D."

ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, for the territory of the United States of America and throughout the world, the entire right, title and interest in and to the Copyrights in all media now known or hereafter invented or developed, including all of ASSIGNOR's rights to sue for past and future infringement thereof, the same to be held and enjoyed by the said ASSIGNEE for its own use and behalf and for its successors and assigns, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

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 Trademarks, including any goodwill associated therewith, all registrations therefore, all common law rights therein, and any and all trademark and/or service mark rights related thereto, including all service marks, logos, and domain names along with any applications for those rights.

ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, for the territory of the United States of America and throughout the world, the entire right, title and interest in and to the Other Intellectual Property in all media now known or hereafter invented or developed, including all of ASSIGNOR's rights to sue for past and future infringement thereof, the same to be held and enjoyed by the said ASSIGNEE for its own use and behalf and for its successors and assigns, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

The term "Services Subcontract" means the agreement entered into between EDS and UGS on or about 1 October 2004 for the fulfillment of EDS obligations under the Transport Canada Contract, No. T8493-8-0079/001/BB and any amendments thereto (the "TrC Contract") remaining as of the Effective Date.

The term "Royalty Agreement" means the agreement entered into between EDS and UGS on or about 1 October 2004 for the payment of royalties with respect to certain sales of In-Air Software.

The term "Development Tools" means all know-how, intellectual property, methodologies, processes, technologies, algorithms, tools or forms, templates or output and all improvements thereto used, developed, or created in performing services in support of the fulfillment of the Transport Canada Contract, No. T8495-8-0079/001/BB and any amendments thereto ("Services"), which were owned or licensed by ASSIGNOR or based on trade secrets or proprietary information of ASSIGNOR as of the date that ASSIGNOR entered into Transport Canada Contract, No. T8495-8-0079/001/BB, or which are based on trade secrets or proprietary information of ASSIGNOR that was not developed or created in performing the Services. The term "Residual Technology" means the ideas, concepts, methodologies, processes and know-how that are or were used, developed or created in the course of performing the Services and may be retained by EDS' employees in intangible form. Notwithstanding anything to the contrary in this Agreement, ASSIGNOR will continue to own, and will be free to use, the Development Tools and the Residual Technology, so long as such use does not otherwise infringe on ASSIGNEE's rights. No licenses will be deemed to have been granted by either Party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require ASSIGNOR or ASSIGNEE to violate the proprietary rights of any third party in any software or otherwise. ASSIGNOR grants ASSIGNEE a non-exclusive, worldwide, perpetual, fully paid-up and royalty free license to make, use, have made, sell have sold, import, reproduce, distribute, and create derivative works of the Development Tools to the extent necessary to exercise ASSIGNEE's rights, obligations and duties under the Services Subcontract, the Royalty Agreement, and this Agreement.

ASSIGNOR IS ASSIGNING ITS RIGHT, TITLE AND INTEREST IN THE INTELLECTUAL PROPERTY DESCRIBED IN APPENDIXES A, B, AND C "WHERE IS, AS IS, WITH ALL FAULTS," AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS

FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY INFORMATION TECHNOLOGY SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS ASSIGNMENT. IN PARTICULAR, ASSIGNOR DOES NOT WARRANT THAT THE OPERATION OF THE ASSIGNED INTELLECTUAL PROPERTY WILL BE UNINTERRUPTED OR ERROR-FREE.

Each party represents that the signing, delivery and performance of this Assignment by it has been authorized by, and constitutes the binding obligation of, that party, enforceable in accordance with the terms of this Assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

IN WITNESS WHEREOF, ASSIGNOR has hereunto set its hand and seal this 30th day of Sept, 2004 to be effective as of October 1, 2004.

ASSIGNOR:

ELECTRONIC DATA SYSTEMS CORPORATION

Name:

Signature:

Title:

Date:

[Handwritten Signature]
James D. Duffey, Jr.
Vice President Global Sales
September 30, 2004

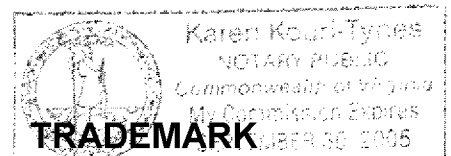
COMMONWEALTH OF VIRGINIA)

COUNTY OF FAIRFAX)

Before me personally appeared the said James D. Duffey, Jr. and acknowledged the foregoing to be his own free act and deed, this 30th day of September, 2004

[Handwritten Signature]
Notary Public in and for the
Commonwealth of Virginia

My commission expires: September 30, 2005



EDS INFORMATION SERVICES, L.L.C.

Name: _____

Signature: _____

Title: _____

Date: _____

James D. Duffey, Jr.
James D. Duffey, Jr.
Vice President Global Sales
September 30, 2004

COMMONWEALTH OF VIRGINIA)

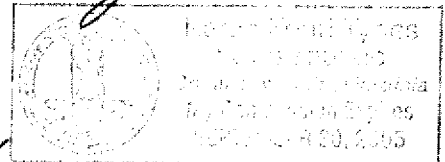
COUNTY OF FAIRFAX)

Before me personally appeared the said James D. Duffey, Jr. and acknowledged the foregoing to be his own free act and deed, this 30th day of

September 2004

Laron Louis Tynes

Notary Public in and for the Commonwealth of Virginia



My commission expires: September 30, 2004

ASSIGNEE: UGS CORP

Name: _____

Signature: _____

Title: _____

Date: _____

STATE OF TEXAS)

COUNTY OF COLLIN)

Before me personally appeared the said _____ and acknowledged the foregoing to be his own free act and deed, this ___th day of _____.

Notary Public in and for the State of Texas

My commission expires:

EDS INFORMATION SERVICES, L.L.C.

Name: _____
Signature: _____
Title: _____
Date: _____

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX)

Before me personally appeared the said _____ and
acknowledged the foregoing to be his own free act and deed, this ___th day of
_____.

Notary Public in and for the
Commonwealth of Virginia

My commission expires:

ASSIGNEE: UGS CORP

Name: CHARLES C. GRINDSTAFF
Signature: *Charles C. Grindstaff*
Title: EXECUTIVE VICE PRESIDENT
Date: SEPT. 30, 2004

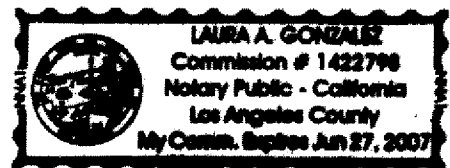
~~STATE OF TEXAS~~)
~~COUNTY OF COLLIN~~)
CALIFORNIA)
ORANGE)

Before me personally appeared the said CHARLES C. GRINDSTAFF and
acknowledged the foregoing to be his own free act and deed, this 30th day of
SEPTEMBER, 2004.

Laura A. Gonzalez

Notary Public in and for the
State of ~~Texas~~ California, ORANGE COUNTY

My commission expires: JUNE 27, 2007



TRADEMARK

Appendix A

to

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

COPYRIGHT APPLICATIONS/REGISTRATIONS

TITLE	COUNTRY	REG No.	REG. DATE
In Air Flight Operations, Maintenance & Engineering and Marketplace Solutions (Version 5.5)	USA	Txu 912-642	20 July 1993

Appendix B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

TRADEMARK APPLICATIONS/REGISTRATIONS

MARK	COUNTRY	REG No.	REG. DATE	GOODS/SERVICES
In Air	USA	1,783,301	20 July 1993	IC 009. US 038. G & S: computer programs for use in aviation management and instructional manuals for use therewith, sold as a unit.

Appendix C

to

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Other Intellectual Property

Other Intellectual Property is any and all designs, ideas, discoveries, inventions, products, computer programs, source code, procedures, improvements, documents, information, materials, patent rights, including issued patents and applications and any continuations thereof, trade secrets, copyrights, and trademarks, excluding Development Tools, that were created, customized, or developed as part of the creation of an aviation management solution for Transport Canada in the fulfillment of the Transport Canada Contract, No. T8493-8-0079/001/BB and any amendments thereto.

Appendix D
to

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Licenses of InAir Software

1. Licenses provided under Transport Canada Contract, No. T8493-8-0079/001/BB and any amendments thereto.
2. Agreement dated May 1, 2002 between E. Rebecca Case, Chapter 7 Trustee for the Bankruptcy Estate of InAir, Inc., and DynCorp International, L.L.C., attached hereto as Exhibit 1.

Exhibit 1

Agreement between E. Rebecca Case and DynCorp International, L.L.C.

E. Rebecca Case
Chapter 7 Trustee
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105

Telephone: (314) 721-7011

Facsimile: (314) 721-8660

May 1, 2002

DynCorp International, L.L.C.
Attn: John W. Supina
Senior Vice President
Business Administration
One Ridgeman Centre
6500 West Freeway
Suite 600
Fort Worth, Texas 76116-2187

Re: **InAir Software Version 5.5.27**

Dear Mr. Supina:

This letter shall constitute an agreement ("Agreement") between DynCorp International, L.L.C. ("DynCorp") and E. Rebecca Case as the Chapter 7 Trustee of the Bankruptcy Estate of InAir, Inc., USBC-EDMO Case No. 01-48508-172 (the "Trustee") with regard to the rights obtained by DynCorp to InAir, Inc. ("InAir") Software Version 5.5.27 (the "5.5.27 Software") as a result of DynCorp's purchase order and business relationship with InAir prior to the date of this Agreement.

1. The Trustee for InAir, desires to sell various assets of InAir, including InAir's Software Suite, which necessarily includes the 5.5.27 Software, and assume various executory contracts and assign such executory contracts to a third party, and, in doing so, must provide any such third party with information regarding DynCorp's interest in the 5.5.27 Software.
2. In consideration of the past cooperation and to clarify the relationship between DynCorp and InAir, the parties desire to define the extent of DynCorp's rights in the 5.5.27 Software.
3. DynCorp acknowledges and agrees that its sole rights relative to InAir and in and to the 5.5.27 Software, resulting from its Purchase Order Number 1800-18000005 dated April 4, 2001, are as follows: a non-exclusive, paid-up and irrevocable license to use the 5.5.27 Software and all associated source codes, and all patches, alterations, modifications and derivative works, as may be or have been developed by DynCorp solely for the following purposes, and no others: (1) use by DynCorp in connection with DynCorp's performance of aircraft maintenance or similar services for itself or for third parties, and (2) use by the United States State Department Air Wing at Patrick Air Force Base in Melbourne, Florida under a non-exclusive license to use the 5.5.27 Software. DynCorp shall have no right to sublicense to any third party the 5.5.27 Software or the associated source codes, patches, alterations, modifications or derivative works, as may be or have been developed by DynCorp, without the express written authorization from the Bankruptcy Trustee or the buyer of the Software Suite to which the Trustee assigns this Agreement. Since DynCorp acquired its rights in April 2001, it has not sublicensed the 5.5.27 Software to anyone else or otherwise permitted third parties to use the Software other than as described herein. Notwithstanding the foregoing, DynCorp is not entitled to any further development of the 5.5.27 Software, as may be created by the owner of the Software Suite.
4. DynCorp acknowledges and agrees that it has no claim to the underlying copyright for the 5.5.27 Software, that it has no right or license to market or sell the 5.5.27 Software to any other parties and that DynCorp has no rights in the 5.5.27 Software other than as specifically delineated herein. DynCorp acknowledges and agrees that it has no claim to or interest in the InAir trademark, and will not use the "InAir" name to identify the 5.5.27 Software in any effort to sell or market DynCorp services.

TRADEMARK
REEL: 003017 FRAME: 0014

5. At the request of the Bankruptcy Trustee or the buyer of the Software Suite to which the Trustee assigns this Agreement, DynCorp will provide one copy of the source code and documentation for all patches, alterations, and modifications developed by DynCorp through April 30, 2002 for the 5.5.27 Software, subject to the express understanding that all such source code and documentation will be provided "as is" and without any warranty as to merchantability, fitness for use, or otherwise. DynCorp shall have no obligation to provide any support, maintenance, or future patches, alterations, modifications or derivative works to the Bankruptcy Trustee or any other person as a result of this Agreement.
6. This Agreement and all questions related to its validity, interpretation, fulfillment and enforcement shall be governed by and construed in accordance with the laws of the State of Missouri. This Agreement is subject to the review and approval of the United States Bankruptcy Court for the Eastern District of Missouri after notice and the opportunity for hearing. If this Agreement is not approved by the United States Bankruptcy Court for any reason or no reason, it shall be null and void and of no force or effect.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns, it being specifically contemplated that this Agreement shall be assigned to a buyer of the Software Suite by the Trustee.
8. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as contained herein. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties hereto.
9. The individuals executing this Agreement below hereby warrant and represent that they have the right to bind their respective entities and commit them to the obligations set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of May 2nd, 2002.

E. Rebecca Case, Chapter 7 Trustee for the
Bankruptcy Estate of InAir, Inc.
USBC-EDMO Case No. 01-48508-172

DYNCORP INTERNATIONAL L.L.C.

By: E. Rebecca Case
E. Rebecca Case
Chapter 7 Trustee

By: John W. Supina
John W. Supina, Senior Vice President
Business Administration