

**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
Bentley Systems, Incorporated		09/28/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77256597	DYNAMIC PLOT
Serial Number:	77256599	DYNAMIC PEN
Serial Number:	77161234	BENTLEY
Serial Number:	77044910	BE
Serial Number:	78530718	YOU DESERVE BETTER
Serial Number:	78852373	PONDPACK
Serial Number:	78464349	BE
Serial Number:	78462542	BE
Serial Number:	78069315	SEWERTALK
Serial Number:	75691350	AXSYS
Serial Number:	75654929	STAAD
Serial Number:	75654930	STAAD/PRO
Serial Number:	74194057	SUPERLOAD
Serial Number:	73794752	ADVOCATE

OP \$415.00 77256597

Serial Number:	77285921	GENERATIVECOMPONENTS
Serial Number:	77281814	PROJECTWISE STARTPOINT

**CORRESPONDENCE DATA**

Fax Number: (212)508-1450  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-705-7768  
Email: brandi.sinkovich@bingham.com  
Correspondent Name: Brandi Sinkovich  
Address Line 1: 399 Park Avenue  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	10/12/2007

**Total Attachments: 6**  
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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 28th day of September, 2007, among BENTLEY SYSTEMS, INCORPORATED, a Delaware corporation, (the "Borrower"), ENTERPRISE SOFTWARE SOLUTIONS, INC., an Alabama corporation ("Enterprise"), BENTLEY SOFTWARE, INC., a Delaware corporation ("Bentley Software" and, together with the Borrower and Enterprise, the "Grantors"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement dated as of September 28th, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement"), by and among the Borrower, the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Borrower, Agent and certain Lenders are party to that certain Loan and Security Agreement, dated as of December 23, 2003 (as previously amended, the "Original Loan Agreement"), which secured the obligations of the Borrower to Agent, for the benefit of the Lender Group and the Bank Product Provider. The Original Loan Agreement has been amended and restated in its entirety by the Loan Agreement as set forth therein and shall remain in full force and effect only as set forth therein;

WHEREAS, to secure the Obligations under the Original Loan Agreement, Enterprise and Bentley Software, among others, executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Security Agreement dated as of December 23, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Security Agreement"); and

WHEREAS, pursuant to the Original Loan Agreement and Original Security Agreement, the Grantors executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Trademark Security Agreement dated as of December 23, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") and pursuant to the Original Loan Agreement and Original Security Agreement the Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Agreement with respect to any Trademark acquired by the Grantors since the execution of the Original Loan Agreement and Original Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Original Security Agreement and/or the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Original Security Agreement and the Trademark Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Original Security Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarkable inventions or become entitled to the benefit of any trademark application or trademark for any reissue, division, or continuation, of any trademark, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Agent with respect to any such new trademark rights. Without limiting such Grantor's obligations under this Section 5, such Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**BENTLEY SYSTEMS INCORPORATED,**  
a Delaware corporation

By:   
Name: David Hollister  
Title: Senior Vice President and Chief  
Financial Officer

**ENTERPRISE SOFTWARE SOLUTIONS  
INC.,**  
an Alabama corporation

By:   
Name: David Hollister  
Title: Vice President

**BENTLEY SOFTWARE, INC.,**  
a Delaware corporation

By:   
Name: David Hollister  
Title: Vice President

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

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

[Signature Page to Supplemental Trademark Security Agreement]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BENTLEY SYSTEMS INCORPORATED,**  
a Delaware corporation

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

**ENTERPRISE SOFTWARE SOLUTIONS  
INC.,**  
an Alabama corporation

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

**BENTLEY SOFTWARE, INC.,**  
a Delaware corporation

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By: *Ronald R. Cote*  
Name: Ronald R. Cote  
Title: V.P.

[Signature Page to Supplemental Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Bentley Systems, Incorporated	United States of America	DYNAMIC PLOT	77-256597	08/20/07
Bentley Systems, Incorporated	United States of America	DYNAMIC PEN	77-256599	08/16/07
Bentley Systems, Incorporated	United States of America	BENTLEY	77-161234	04/19/07
Bentley Systems, Incorporated	United States of America	BE	77-044910	11/15/05
Bentley Systems, Incorporated	United States of America	YOU DESERVE BETTER	78-530718 / [Notice of Issuance Allowed]	12/10/04 / [Notice of Issuance Allowed]
Bentley Systems, Incorporated	United States of America	PONDPACK	78-852373 / 3251178	04/03/06 / 06/12/07
Bentley Systems, Incorporated	United States of America	BE	78-464349 / 3141185	08/09/04 / 09/12/06
Bentley Systems, Incorporated	United States of America	BE	78-462542 / 3064503	08/05/04 / 02/28/06
Bentley Systems, Incorporated	United States of America	SEWERTALK	78-069315 / 2696713	06/15/01 / 03/11/03
Bentley Systems, Incorporated	United States of America	AXSYS	75-691350 / 2579258	04/26/99 / 06/11/02
Bentley Systems, Incorporated	United States of America	STAAD	75-654929 / 2370492	03/03/99 / 06/25/00
Bentley Systems, Incorporated	United States of America	STAAD/PRO	75-654930 / 2399265	03/03/99 / 10/31/00
Bentley Systems, Incorporated	United States of America	SUPERLOAD	74-194057 / 1773461	08/12/91 / 05/23/93 (renewed 05/25/03)

Bentley Systems, Incorporated	United States of America	ADVOCATE	73-794752 / 1591785	04/21/89 / 04/17/90 (renewed 04/17/00)
Bentley Systems, Incorporated	United States of America	GENERATIVECOMPO NENTS	77-285921	09/21/07
Bentley Systems, Incorporated	United States of America	PROJECTWISE STARTPOINT	77-281814	09/18/07