

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		11/14/2007	Bank:
RECEIVING PARTY DATA			
Name:	Bentley Systems, Incorporated		
Street Address:	685 Stockton Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2176136	BENTLEY	
Registration Number:	2166970	B BENTLEY	
Registration Number:	2334086	BENTLEY SELECT	
CORRESPONDENCE DATA			
Fax Number:	(212)508-1450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$90.00 2176136

Date:

11/15/2007

Total Attachments: 3

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**TERMINATION AND RELEASE
OF
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENCES AGREEMENT**

TERMINATION AND RELEASE OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENCES AGREEMENT, dated as November 14, 2007 by PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lender (together with its successors and assigns in such capacity, "Agent"), in connection with that certain Revolving Credit and Security Agreement dated as of December 26, 2000 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") among Bentley Systems, Incorporated (the "Company"), the other Borrowers party thereto, Agent and the other financial institutions party thereto as a Lender. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Agent and the Company entered into a Patents, Trademarks, Copyrights and Licenses Agreement (the "Trademark Agreement") dated as of December 26, 2000, for the purpose of securing payment and performance of the obligations under the Loan Agreement, which Trademark Agreement was recorded on January 17, 2001 with the United States Patent and Trademark Office at Reel 2221, Frame 0625;


WHEREAS, pursuant to the Loan Agreement and the Trademark Agreement, the Company granted, assigned, transferred and conveyed to the Agent, by way of collateral security, all of the Trademarks (as defined in the Trademark Agreement) as security for the obligations under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases, and discharges all of Agent's security interest in the Trademarks listed on Schedule A attached hereto, effective as of the date set forth above.

This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

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PNC BANK NATIONAL ASSOCIATION., as Agent

By: 
Name: *Brian V. Vesey*
Title: *Vice President*

SCHEDULE A

Trademark	Registration No.	Registration Date
BENTLEY	2176136	07/28/1998
B BENTLEY and Design	2166970	06/23/1998
BENTLEY SELECT	2334086	03/28/2000