

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
INFRASOFT LIMITED		02/02/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	BENTLEY SYSTEMS (UK) LIMITED		
Street Address:	Monarch House, Waterford Way		
City:	Wokingham, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG40 2AR		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2565612	MXRAIL	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	MARK D. ENGELMANN		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	BSY1 0305592		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark D. Engelmann

Signature:

/anca nicolescu/

Date:

02/22/2008

Total Attachments: 9

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DATED 2 February 2006

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(1) INFRASOFT LIMITED

(2) BENTLEY SYSTEMS (UK) LIMITED

AGREEMENT

FOR THE SALE AND PURCHASE OF THE
BUSINESS AND ASSETS OF INFRASOFT
LIMITED

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TRADEMARK
REEL: 003722 FRAME: 0793

THIS AGREEMENT is made on 2nd February, 2006

BETWEEN:-

- (1) **INFRAISOFT LIMITED** a company registered in England under No. 1667012, whose registered office is at North Heath Lane, Horsham, West Sussex RH12 5QE (the "Seller"); and
- (2) **BENTLEY SYSTEMS (UK) LIMITED** a company registered in England under No. 2957722 whose registered office is at Monarch House, Waterford Way, Wokingham, Berkshire RG40 2AR (the "Purchaser").

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires:-

"**Bentley Shares**" means the shares in the capital of Bentley Solutions Limited (being the entire issued share capital of that company) held by the Seller as at the date hereof;

"**Business**" means the business of the Seller at the Completion Date and references to the Business include references to the Sale Assets;

"**Business Name**" means "Infrasoft" or any part or combination or abbreviation of such name together with the exclusive right to use such name in the style or format in or with the logo with which such name is or has been used by the Seller in connection with the Business;

"**Claim**" means the benefit of all rights and claims of the Seller arising out of or in connection with the Business;

"**Completion**" means the completion of the sale and purchase of the Sale Assets pursuant to this Agreement;

"**Completion Date**" means the date of this Agreement;

"**Goodwill**" means the goodwill of the Business including the exclusive right to use the Business Name and to carry on the Business in succession to the Seller;

"**Intellectual Property Rights**" means specifically the trade marks and pending applications set out in the Schedule and all patents, service marks, registered designs, design rights, licences, copyrights, business names, know-how, confidential information and any other similar rights owned or used by the Seller in relation to the Business in any country, together with pending applications for the registration or recording of such rights and including the Goodwill;

"**Liabilities**" means, in connection with the Business, all debts, obligations and liabilities, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent or ascertained or unascertained and whether owed or incurred severally or jointly or as principal

or surety;

“**Receivables**” means all amounts due in connection with the Business to the Seller at the Completion Date in respect of debtors, (including inter-company indebtedness incurred in the course of the Business by other members of the Seller’s Group), amounts recoverable on contracts, payments in advance, trade bills receivable, prepayments and accrued income;

“**Records**” means all accounting and other records and all other information, documents and papers of the Seller relating to the Business;

“**Sale Assets**” means the assets referred to in clause 2.1;

“**Seller’s Solicitors**” means Dechert LLP of 160 Queen Victoria Street, London, EC4V 4QQ; and

“**Warranties**” means the warranties on the part of the Seller contained in clause 7.

1.2 In this Agreement unless the context otherwise requires:-

1.2.1 any reference to a clause is a reference to a clause of this Agreement;

1.2.2 any reference to persons includes a reference to firms, corporations or unincorporated associations;

1.2.3 any reference to the singular includes a reference to the plural and vice versa; and any reference to the masculine includes a reference to the feminine and vice versa;

1.3 Headings and titles are used for ease of reference only and do not affect the interpretation of this Agreement.

2 SALE AND PURCHASE OF THE BUSINESS AND CONSIDERATION

2.1 The Seller shall sell and the Purchaser shall purchase and take over the Business as a going concern with effect from Completion free from all security interests, options, equities, claims or other third party rights of any nature whatsoever and together with all rights attaching to them, and which shall include the following Sale Assets:-

2.1.1 the Intellectual Property Rights;

2.1.2 the Records;

2.1.3 the Receivables; and

2.1.4 the Liabilities.

2.2 The Sale Assets shall be sold subject to the provisions of this Agreement by the Seller with full title guarantee.

2.3 In consideration for the sale and transfer by the Seller of the Sale Assets, the

Purchaser shall:

- 2.3.1 pay to the Seller the sum of:-
 - 2.3.1.1 £470,588 for the Intellectual Property Rights;
 - 2.3.1.2 £207,372 for the Receivables and the Records; and
- 2.3.2 assume responsibility for the satisfaction of the Liabilities which total £637,802 (and the Purchaser shall indemnify and hold harmless the Seller against all proceedings, claims, demands, damages, expenses, losses, costs and liabilities in respect of such Liabilities).

3 **THE EXCLUDED ITEMS**

The following assets and liabilities shall be expressly excluded from this sale and purchase:-

- 3.1 the statutory books of the Seller and any other records which the Seller shall be bound to retain pursuant to any statutory provision; and
- 3.2 the Bentley Shares.

4 **COMPLETION**

- 4.1 The sale and purchase of the Sale Assets shall be completed on the Completion Date when the parties shall comply with their respective obligations as set out in this clause.
- 4.2 On Completion, the Seller shall cause to be delivered or made available to the Purchaser:-
 - 4.2.1 such documents as the Purchaser may reasonable require to complete the sale and purchase of the Sale Assets together with all documents of title thereto; and
 - 4.2.2 possession of such of the sale assets as are tangible including all books of account and records relating to the Business.
- 4.3 On Completion, the sum of £40,158 (representing the net sum payable in respect of the Sale Assets) shall be left outstanding as a debt payable on demand in writing made by the Seller on the Purchaser at any time after the date of this Agreement and shall bear interest at a rate to be agreed from time to time between the parties.

5 **TITLE AND SUPPLEMENTARY PROVISIONS**

- 5.1 Beneficial ownership and risk in respect of the Sale Assets shall pass to the Purchaser on Completion. Title to all Sale Assets which can be transferred by delivery shall pass on delivery and such delivery shall be deemed to take place at such place as such assets are stored. The Seller shall be a trustee for the

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Purchaser in respect of all of the Sale Assets until the same shall have been actually delivered and/or in the case of Sale Assets which cannot be transferred by delivery, formally transferred or assigned to the Purchaser.

- 5.2 Insofar as the Sale Assets comprise the benefit of Claims which cannot effectively be assigned or transferred by the Seller to the Purchaser except by agreements of novation or without obtaining a consent, an approval, a waiver (“Consent”) of the like from a third party:-
- 5.2.1 the Seller shall (upon the request of the Purchaser) take all reasonable steps to procure that such Consents are obtained and the Purchaser shall co-operate with the Seller for such purpose;
- 5.2.2 unless or until each necessary Consent has been obtained, the Seller shall receive and hold the benefit of the relevant Claim as agent for the Purchaser and shall accordingly pay to the Purchaser promptly upon receipt any sums received by it pursuant to any such Claim; and
- 5.2.3 the Purchaser shall (at the Purchaser’s cost) assist the Seller to perform all the obligations of the Seller in respect of any such Claims and indemnify the Seller against all liability (and all costs reasonably incurred by the Seller) arising in connection with any such Contracts.
- 5.3 The Seller shall with all due diligence execute such other documents and take such other steps as the purchaser may reasonably require to vest the title to the Sale Assets in the Purchaser and to give effect to this Agreement.

6 **TAX**

The parties shall use all reasonable efforts to ensure that the transfer of the Business is treated as a transfer as a going concern for the purposes of section 49 of the Value Added Tax Act 1995 and article 5 of the Value Added Tax (Special Provisions) Order 1995, including the making by the Purchaser of any election to waive exemption that may be required for this purpose. If it is not so treated, the Purchaser shall pay VAT pursuant to a VAT invoice to be submitted by the Seller.

7 **WARRANTIES**

The Seller warrants that it is the sole legal and beneficial owner of the Sale Assets free from all security interests, options, equities, claims or other third party rights (including, without limitation, rights of pre-emption) of any nature whatsoever, and has the legal right to dispose of the Sale Assets.

8 **GENERAL**

- 8.1 This Agreement together with any other documents which this Agreement expressly requires shall be signed shall constitute the entire understanding and

agreement between the parties to it in relation to the subject matter of this Agreement.

- 8.2 It is agreed that:
 - 8.2.1 the Purchaser has entered into this Agreement in reliance only upon the warranties expressly contained in this Agreement and not upon any other representation, warranty or undertaking made by or on behalf of the Seller;
 - 8.2.2 subject to the terms of this Agreement, the Purchaser may claim in contract for breach of warranty under this Agreement but shall have no claim or remedy under this Agreement in respect of misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Agreement) or untrue statement made by or on behalf of the Seller;
 - 8.2.3 this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.
- 8.3 No variation of this Agreement (or any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- 8.4 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart. Each counterpart shall constitute an original agreement but all the counterparts together shall constitute one and the same instrument.

9 **COMMUNICATIONS**

- 9.1 All communications between the parties with respect to this Agreement shall be in writing and delivered by hand or sent by first-class pre-paid post or facsimile telecopier ("fax") to the address of the addressee referred to in this Agreement, or to such other address or fax number in England as the addressee may from time to time have notified for the purposes of this clause.
- 9.2 Communications shall be deemed to have been received:-
 - 9.2.1 if delivered by hand, on the day of delivery;
 - 9.2.2 if sent by first class post, two business days after posting exclusive of the day of posting (or five business days in the case of a posting to an address outside the United Kingdom);
 - 9.2.3 if sent by fax at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 a.m. on the next business day.
- 9.3 In proving service:-

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- 9.3.1 by delivery by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;
- 9.3.2 by post, it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause; and
- 9.3.3 by fax it shall be necessary only for the communication or a confirmatory letter to have been delivered by hand or sent by first class post on the same day but failure of the addressee to receive such confirmation shall not invalidate the relevant communication deemed given by fax.

10 **FURTHER ASSURANCE**

The Seller agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the Purchaser may reasonably require, whether on or after Completion, to implement and/or give effect to this Agreement and the transaction contemplated by it and for the purpose of vesting in the Purchaser the full benefit of the assets, rights and benefits to be transferred to the Purchaser under this Agreement.

11 **SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

12 **PROPER LAW**

This Agreement shall be governed by English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

SCHEDULE - Trade Marks

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Registration	Country	Registration date	Next renewal date	No
Arenium	UK	7 th September 01	7 th September 11	8
Arenium	USA	In progress		
Arenium	EU Community	In progress		
Infrasoft	UK	21 st January 99	21 st January 09	14
Infrasoft	EU Community	19 th June 01	2 nd May 10	12
Infrasoft	USA	In progress		
Interoperable device	UK	21 st January 99	21 st January 09	15
Interoperable device	USA	In progress		
MOSS Cube device	UK	16 th September 96	2 nd July 10	20
MX	EU Community	In Progress		
MX Device	UK	21 st January 99	21 st January 09	13
MX Device	US	28 th May 02	28 th May 12	5
MXRAIL	UK	21 st January 99	21 st January 09	17
MXRAIL	Mexico	22 nd September 00	27 th Sept 10	10
MXRAIL	USA	30 th April 02	30 th April 12	
MXRENEW	UK	21 st January 99	21 st January 99	19
MXRENEW	USA	11 th June 02	11 th June 12	4
MXRENEW	Australia	19 th August 02	4 th May 10	3
MXROAD	UK	21 st January 99	21 st January 09	16
MXROAD	Japan	14 th May 00	14 th December 11	9
MXROAD	USA	9 th July 02	9 th July 12	1
MXROAD	Australia	19 th August 02	4 th May 10	2
MXSITE	UK	21 st January 99	21 st January 09	18
MXSITE	Mexico	27 th December 01	27 th September 10	11
MXSITE	USA	11 th June 02	11 th June 12	6

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AS WITNESS this Agreement has been signed by or on behalf of the parties and delivered on the day and year first before written.

SIGNED by Paul W. Eaton
on behalf of INFRASOFT LIMITED

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SIGNED by Gijsbertus Theodorus Lamboo
on behalf of BENTLEY SYSTEMS
(UK) LIMITED

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