

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		04/07/2008	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: 9

Property Type	Number	Word Mark
Registration Number:	1992771	LEAP
Registration Number:	2681366	PRESTO
Registration Number:	2683838	LEAP ACADEMY
Registration Number:	2683835	GEOMATH
Registration Number:	2683833	AXSYS
Registration Number:	2752957	RC-PIER
Registration Number:	2747175	CONSPAN
Registration Number:	2750313	CONSPLICE
Registration Number:	2780729	CONBOX

CORRESPONDENCE DATA

Fax Number: (212)508-1450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127057768
 Email: brandi.sinkovich@bingham.com
 Correspondent Name: Bingham McCutchen LLP

OP \$240.00 1992771

Address Line 1: 399 Park Avenue
Address Line 2: Brandi Sinkovich
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	04/09/2008

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 7th day of April, 2008, among BENTLEY SYSTEMS, INCORPORATED, a Delaware corporation, (the "Grantor"), 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 Grantor, 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 Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Grantor, 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 Grantor 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, the Grantor, 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 Grantor 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 Grantor is 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, the Grantor 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. The Grantor 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 the 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 the 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 the Grantor 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 the 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. The Grantor 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.

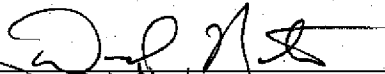
5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarkable inventions or become entitled to the benefit of any trademark application or trademark for any reissue, division, or continuation, of any trademark, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademark rights. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the 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, the Grantor 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 Nation
Title: Sr. Vice President of Corporate Affairs
and General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: _____
Title: _____

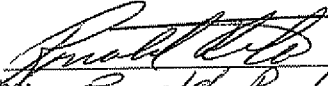
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BENTLEY SYSTEMS INCORPORATED,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name: Ronald J. Cook
Title: V.P.

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	LEAP	74651660/1992771	08/13/1996
Bentley Systems, Incorporated	United States of America	PRESTO	78120107/2681366	01/28/2003
Bentley Systems, Incorporated	United States of America	LEAP ACADEMY	78120137/2683838	02/04/2003
Bentley Systems, Incorporated	United States of America	GEOMATH	78120119/2683835	02/04/2003
Bentley Systems, Incorporated	United States of America	AXSYS	78120098/2683833	02/04/2003
Bentley Systems, Incorporated	United States of America	RC-PIER	78120122/2752957	08/19/2003
Bentley Systems, Incorporated	United States of America	CONSPAN	78120128/2747175	08/05/2003
Bentley Systems, Incorporated	United States of America	CONSPLICE	78120114/2750313	08/12/2003
Bentley Systems, Incorporated	United States of America	CONBOX	78120134/2780729	11/04/2003