

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Synapsis Technology, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Pennsylvania
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 17, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Parametric Technology Corporation

Internal _____

Address: _____

Street Address: 140 Kendrick Street

City: Needham

State: Massachusetts

Country: U.S.A. Zip: 02494

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Massachusetts
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

77/369,559

B. Trademark Registration No.(s)

3032845, 3298876

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BILL OF IMPACT

PARTDICTIONARY, EMARS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas V. Smurzynski, Esq.

Internal Address: Lahive & Cockfield, LLP

Street Address: One Post Office Square

City: Boston

State: MA Zip: 02109

Phone Number: (617) 227-7400

Fax Number: (617) 742-4214

Email Address: ptotvs@lahive.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501558

Authorized User Name Thomas V. Smurzynski

9. Signature:



Signature

January 13, 2009

Date

Thomas V. Smurzynski, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003918 FRAME: 0597

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TRADEMARK ASSIGNMENT

The Trademark Assignment, effective as of November 18, 2008, is entered into by and among Synapsis Technology, Inc., a Pennsylvania corporation with an address at 921B Bethlehem Pike, P.O. Box 747, Spring House, PA 19477 ("STI"), Synapsis Enterprise LLC, a Pennsylvania limited liability company with an address at 921B Bethlehem Pike, P.O. Box 747, Spring House, PA 19477 ("SE LLC"), and Synapsis Software India Private Limited, an India limited company with an address at A-6, Maharani Bagh, New Delhi 110 065, India ("SSI" and, together with STI and SE LLC, the "Assignors" and each an "Assignor") and Parametric Technology Corporation, a Massachusetts corporation with an address at 140 Kendrick Street, Needham, Massachusetts 02494 (hereinafter "Assignee").

WHEREAS, each Assignor desires to assign all trademark rights it possesses in and to the trademarks listed on the attached Schedule A (the "Trademarks"), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Trademarks are used (hereinafter "Goodwill").

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignors hereby sell, assign and transfer unto the Assignee all of the Assignors' right, title and interest in and to the Trademarks, together with the (i) Goodwill, (ii) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past, present, and/or future infringements, misappropriations, dilutions, or other damage of or to the Trademarks, and (iii) the right to sue and recover for all past, present, and/or future infringements, misappropriations, dilutions, or other damage of or to the Trademarks.

AND, the Assignors hereby request the Director of the United States Patent and Trademark office (the "Director") to record this Trademark Assignment.

AND, Assignee, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignors will, at Assignee's expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Assignors' right, title and interest in the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignors and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

The scope, nature and extent of the assignment of the Trademarks and Goodwill are expressly set forth in the Asset Purchase Agreement, dated as of even date herewith, by and among the Assignors, Assignee, Lonnie Gillihan and Andrew Wertkin (the "Purchase Agreement"). Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any

manner whatsoever. This instrument does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this instrument, the provisions of the Purchase Agreement shall control.

This Trademark Assignment shall be governed by the laws of the Commonwealth of Massachusetts applicable to Assignments made and fully performed in Massachusetts.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

SYNOPSIS TECHNOLOGY, INC.

By: [Signature]
Name: Lonnie Gillihan
Title: President and Treasurer

SYNOPSIS ENTERPRISE LLC

By: [Signature]
Name: Lonnie Gillihan
Title: Manager

SYNOPSIS SOFTWARE INDIA PRIVATE LIMITED

By: [Signature]
Name: Lonnie Gillihan
Title: Director

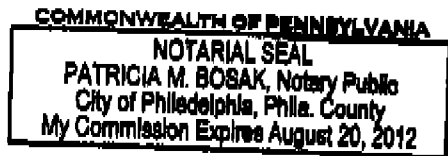
COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

Subscribed, sworn to and acknowledged before me this 22TH day of November, 2008.

Witness my hand and official seal.

[Signature: Patricia M. Bosak]
Notary Public

My Commission Expires:



ACKNOWLEDGED AND AGREED TO:

PARAMETRIC TECHNOLOGY CORPORATION

By: _____

Name: Cornelius F. Moses, III

Title: Chief Financial Officer

Signature Page to Trademark Assignment Agreement

**TRADEMARK
REEL: 003918 FRAME: 0601**

Schedule ARegistered Trademarks:

Reg. No.	Reg. Date	Mark
3298876	September 25, 2007	EMARS
78281638	December 20, 2005	Partdictionary
77369559	Filed January 11, 2008; Published for opposition on May 27, 2008	Bill of Impact

Unregistered Trademarks: None.