

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Intercim, LLC | | 01/14/2009 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Dassault Systemes Americas Corp. | | |
| Street Address: | 10 rue Marcel Dassault CS 40501 | | |
| City: | Velizy Villacoublay Cedex | | |
| State/Country: | FRANCE | | |
| Postal Code: | 7896 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1345802 | CAMATE | |
| Registration Number: | 2961125 | INTERCIM VELOCITY | |
| Registration Number: | 1352632 | FACTORYNET | |
| Registration Number: | 3136569 | VELOCITY | |
| Registration Number: | 2889182 | VELOCITY BY INTERCIM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)459-3539 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (617) 951-7212 | | |
| Email: | richard.griffin@ropesgray.com, erin.dugan@ropesgray.com | | |
| Correspondent Name: | Richard H. Griffin c/o Ropes & Gray LLP | | |
| Address Line 1: | One International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 1966-121 | | |

CH \$140.00 1345802

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|--------------------|--------------------------|
| NAME OF SUBMITTER: | Richard H. Griffin, Esq. |
| Signature: | /richard griffin/ |
| Date: | 01/14/2009 |

Total Attachments: 4

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MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum is dated as of January 14, 2009 between Intercim, LLC, a Wisconsin limited liability company (the "Mark Owner"), having a place of business at 1915 Plaza Drive, Suite 100, Eagan, MN 55122-2960, and Dassault Systemes Americas Corp., a Delaware corporation (the "Secured Party") as Lender under the Credit Agreement dated as of January 14, 2009 as from time to time in effect, among the Mark Owner and the Secured Party, having a place of business at c/o 10 rue Marcel Dassault CS 40501, 7896 Velizy Villacoublay Cedex, France.

1. Pursuant to the Guarantee and Security Agreement dated as of January 14, 2009 as from time to time in effect (the "Guarantee and Security Agreement"), among the Mark Owner, certain of its affiliates and the Secured Party, the Mark Owner has granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral").
2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under the Guarantee and Security Agreement.

(Remainder of page intentionally left blank)

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

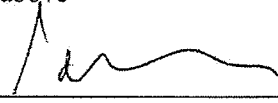
INTERCIM, LLC

By _____
Title:

Secured Party:

**DASSAULT SYSTEMES AMERICAS
CORP.**

as Lender under the Credit Agreement referred
to above

By  _____
Title: *Vice President*

(Signature Page to Trademark and Service Mark Security Agreement)

TRADEMARK
REEL: 003919 FRAME: 0481

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.


Mark Owner:

Secured Party:

INTERCIM, LLC

DASSAULT SYSTEMES AMERICAS
CORP.

as Lender under the Credit Agreement referred
to above

By 
Title: _____

By _____
Title: _____

(Signature Page to Trademark and Service Mark Security Agreement)

Exhibit A

Memorandum of Trademark and Service Mark Interest

| Jurisdiction | Title / Description | Status | Filing Number | Next Action | Estimated Dates To file / To Issue |
|---------------------|----------------------------|---------------|----------------------|--------------------|---|
| US | CAMATE | Registered | 1,345,802 | Renewal | 7/6/15 |
| US | INTERCIM VELOCITY | Registered | 2,961,125 | Declaration of Use | 6/7//10-6/7/11 |
| US | FACTORYNET | Registered | 1,352,632 | Renewal | 8/6/15 |
| US | VELOCITY | Registered | 3,136,569 | Declaration of Use | 8/29/11-8/29/12 |
| US | VELOCITY BY INTERCIM | Registered | 2,889,182 | Declaration of Use | 9/28/09-9/28/10 |

TRADEMARK

RECORDED: 01/14/2009

REEL: 003919 FRAME: 0483