

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Masthead Venture Partners Capital, LP		08/25/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Siemens Product Lifecycle Management Software Inc.
Street Address:	5800 Granite Parkway, Suite 600
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

Name:	RuleStream Corporation
Street Address:	P.O. Box 239, 17 Conant Street
City:	Danvers
State/Country:	MASSACHUSETTS
Postal Code:	01923
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2968134	RULESTREAM

CORRESPONDENCE DATA

Fax Number: (972)987-3379
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9729873211
 Email: trademarks@ugs.com
 Correspondent Name: Allen Scott Lineberry
 Address Line 1: 5800 Granite Parkway, Suite 600

900142758

**TRADEMARK
 REEL: 004058 FRAME: 0029**

CH \$40.00 2968134

Address Line 4: Plano, TEXAS 75024

ATTORNEY DOCKET NUMBER: M&A TM ASSIGNMENT

NAME OF SUBMITTER: Allen Scott Lineberry

Signature: /asl/

Date: 09/08/2009

Total Attachments: 8

source=Partial Release of Security Interest Masthead EXECUTED#page1.tif
source=Partial Release of Security Interest Masthead EXECUTED#page2.tif
source=Partial Release of Security Interest Masthead EXECUTED#page3.tif
source=Partial Release of Security Interest Masthead EXECUTED#page4.tif
source=Partial Release of Security Interest Masthead EXECUTED#page5.tif
source=Partial Release of Security Interest Masthead EXECUTED#page6.tif
source=Partial Release of Security Interest Masthead EXECUTED#page7.tif
source=Partial Release of Security Interest Masthead EXECUTED#page8.tif

PARTIAL RELEASE OF SECURITY INTEREST

THIS PARTIAL RELEASE OF SECURITY INTEREST ("Release"), dated as of the 25th day of August, 2009 is made by MASTHEAD VENTURE PARTNERS CAPITAL, LP ("Masthead") in favor of Seller and Purchaser (as those terms are defined below).

RECITALS

WHEREAS, RuleStream Corporation ("Seller") has entered into that certain Security Agreement, dated as of 11 August 2004 (the "Security Agreement"), in favor of Masthead, pursuant to which Seller granted to Masthead a security interest in and lien on substantially all of its then owned or thereafter acquired personal property; and

WHEREAS, Seller will sell all of its equity interests in certain assets described on Exhibit A hereto (the "Assets") to Siemens Product Lifecycle Management Software Inc. ("Purchaser") pursuant to that certain Asset Purchase Agreement, dated as of 21 August 2009.

AGREEMENT

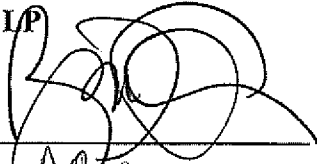
NOW, THEREFORE, in consideration of the mutual provisions, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. **PARTIAL RELEASE.** Masthead hereby releases its lien upon and security interest in the Assets to be conveyed to Purchaser. Upon the consummation of the sale of the Assets and at the expense of Seller, Masthead will, execute (if necessary) and deliver any Uniform Commercial Code amendments, lien releases, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by the Agent securing Masthead's interest in the Assets with respect to all obligations under the Security Agreement. Seller covenants and agrees to pay all expenses of Masthead incurred in connection with this letter and confirms its agreement to the terms and provisions of this letter by returning to Masthead and Purchaser a signed counterpart of this letter.

2. **MISCELLANEOUS.** This Release shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to the conflicts of law provisions thereof). This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, each of the parties has caused this Release to be executed by its duly authorized officer as of the day first written above.

**MASTHEAD VENTURE PARTNERS
CAPITAL, LP**

By: 
Name: *Brian D. Owen*
Title: *Managing Member of General Partner*

RULESTREAM CORPORATION

By: _____
Name:
Title:

**SIEMENS PRODUCT LIFECYCLE
MANAGEMENT SOFTWARE INC.**

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Release to be executed by its duly authorized officer as of the day first written above.

**MASTHEAD VENTURE PARTNERS
CAPITAL, LP**

By: _____
Name:
Title:

RULESTREAM CORPORATION

By: *Robert M. Neerman 8/21/09*
Name: *ROBERT M. NEERMAN*
Title: *PRESIDENT/CEO*

**SIEMENS PRODUCT LIFECYCLE
MANAGEMENT SOFTWARE INC.**

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Release to be executed by its duly authorized officer as of the day first written above.

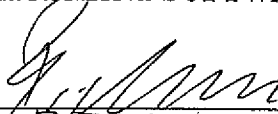
**MASTHEAD VENTURE PARTNERS
CAPITAL, LP**

By: _____
Name:
Title:

RULESTREAM CORPORATION

By: _____
Name:
Title:

**SIEMENS PRODUCT LIFECYCLE
MANAGEMENT SOFTWARE INC.**

By: 
Name: Peter Buchara
Title: EVP & CFO

By: _____
Name: Helmuth Ludwig
Title: President

Signature Page to Partial Release

**TRADEMARK
REEL: 004058 FRAME: 0034**

EXHIBIT A

All assets sold, conveyed, assigned, transferred or delivered to Siemens Product Lifecycle Management Software Inc. pursuant to the terms of that certain Asset Purchase Agreement dated as of 21 August 2009, as amended (the “Asset Purchase Agreement”), by and between Siemens Product Lifecycle Management Software Inc, a Delaware corporation and RuleStream Corporation, a Delaware corporation (“Seller”) including any of the following (except to the extent constituting Excluded Assets):

(a) All equipment, machinery, tools, computer hardware, furniture, fixtures, leasehold improvements and other tangible property necessary to or primarily used in connection with the Business, including, without limitation, those set forth on Schedule 2.1(a) to the Asset Purchase Agreement;

(b) All rights of any Seller in, to and under the Assigned Contracts;

(c) All rights, claims and credits that Seller may have against any person relating to or arising from the Purchased Assets or the Business, including rights to recoveries for damages for defective goods, claims for patent infringement, claims for indemnification, claims for refunds, insurance claims and other claims for relief under any applicable Law;

(d) All Intellectual Property necessary to or primarily used in connection with the Business, including the Product Intellectual Property;

(e) All computer software programs and licenses (including both source or object code), and all tools, and all documentation and user manuals related thereto, used in connection with the design, manufacturing, testing, delivery, maintenance and servicing of the Products and the Developmental Products including, without limitation, (i) those programs, licenses and tools set forth on Schedule 2.1(e) to the Asset Purchase Agreement;

(f) All development work and projects related to the Business and in progress as of the Closing Date;

(g) All computer software programs not included in paragraph (e) above, and all documentation, both internal and external, and user manuals and marketing collateral related thereto, including, without limitation, those set forth on Schedule 2.1(g) to the Asset Purchase Agreement;

(h) All goodwill of the Business; and

(i) All Books and Records of the Business.

“Ancillary Agreements” shall mean the Trademark Assignment Agreement and the Bill of Sale.

“Assigned Contract” shall mean those certain Contracts set forth on Schedule 2.1(b) to the Asset Purchase Agreement.

“Bill of Sale” shall have the meaning given to such term in the Asset Purchase Agreement.

“Books and Records” shall mean all of any Seller’s books, ledgers, files, records, manuals, and other materials (in any form or medium, including electronic and computer files), to the extent related to the Business, whether in tangible or electronic form, including, but not limited to, all correspondence, payroll records, purchasing materials and records, vendor lists, operation and quality control records and procedures, research and development files, Intellectual Property disclosures and documentation, sales order files, purchase order files, advertising materials, catalogs, product brochures, mailing lists, customer files, customer lists, distribution lists, sales and promotional materials, and all other records to the extent utilized by any Seller in connection with the Business, and all data files of any Seller necessary to access or review or continue to compile or utilize any of the foregoing, but not including (i) personnel records and (ii) the other records described on Schedule 2.1(h) attached hereto that the Seller Parties are prevented from disclosing or transferring to Purchaser pursuant to applicable Law.

“Business” shall mean Seller’s Engineer-to-Order Product line, including the Products set forth on Schedule 1.1(a) to the Asset Purchase Agreement, its software applications and required build infrastructure and marketing collateral (including internet content and domains set forth on Schedule 1.1(b)) and trademarks but specifically excluding any former or existing customers or prospects and such customers’ related agreements.

“Closing Date” shall have the meaning given in the Asset Purchase Agreement.

“Contracts” shall mean all contracts, arrangements, licenses, Leases, purchase orders, invoices and other agreements, whether written or oral, to which any Seller is a party and which relate to or are used in connection with the Business.

“Employee Benefit Plans” shall have the meaning given in the Asset Purchase Agreement.

“Excluded Assets” shall mean (i) any rights of a Seller under the Asset Purchase Agreement or any Ancillary Agreements; (ii) any assets, properties or rights of any Seller listed on Schedule 2.2(b) to the Asset Purchase Agreement; (iii) any Contract that is not an Assigned Contract; (iv) all Employee Benefit Plans and, except as otherwise explicitly set forth herein, all other agreements, commitments or arrangements with respect to employees; and (v) those certain Seller insurance policies set forth on Schedule 2.2(e) to the Asset Purchase Agreement.

“Intellectual Property” shall mean all trademarks, trademark applications and registrations, service marks, service mark applications and registrations, trade names, business names, Internet domain names, brand names, logos, trade dress rights, trade dress applications and registrations, design rights, copyrights, copyright registrations, mask work rights and patents (including registrations, licenses and applications pertaining thereto) relating to, or used in connection with, the Business (including, without limitation, all current and prior versions of Products), all foreign counterpart rights regarding any of the foregoing, and any and all trade secrets, confidential information, inventions, know-how, formulae, process, procedures, research records, market surveys and any and all other intellectual property rights relating to, or used in connection with, the Business (including, without limitation, all current and prior versions of Products).

“Laws” shall mean the laws of any country or any political subdivision thereof, including, without limitation, all federal, state and local statutes, regulations, ordinances, orders, decrees or any other laws, common law theories or reported decisions of any court thereof.

“Leases” shall mean all leases, subleases, licenses and other lease agreements with respect to the Business, together with all amendments, supplements and nondisturbance agreements pertaining thereto, under which any Seller leases, subleases, licenses or uses any real or personal property related to the Business.

“Products” shall have the meaning given to such term in Recital A to the Asset Purchase Agreement.

“Trademark Assignment Agreement” shall have the meaning given to such term in the Asset Purchase Agreement.