

**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
MSC.SOFTWARE CORPORATION		10/13/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BARCLAYS STRUCTURED PRINCIPAL INVESTING LLC, AS AGENT
Street Address:	745 7th Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1433645	EASY5
Registration Number:	1433809	EASY5
Registration Number:	1965747	MARC
Registration Number:	3491121	MD PATRAN
Registration Number:	1962097	MENTAT
Registration Number:	1330631	MSC
Registration Number:	1571643	MSC
Registration Number:	2075622	MSC
Registration Number:	2438042	MSC
Registration Number:	2467564	MSC SOFTWARE
Registration Number:	2809503	MSC.ADAMS
Registration Number:	2860287	MSC.DYTRAN
Registration Number:	2840428	MSC.MARC

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Registration Number:	2834701	MSC.MVISION
Registration Number:	2963114	MSC.PATRAN
Registration Number:	3478108	SIMENTERPRISE
Registration Number:	3030400	SIMOFFICE
Registration Number:	3400173	SIMTEMPLATE
Registration Number:	2626818	SIMULATING REALITY
Registration Number:	3532682	SIMXPRT
Serial Number:	77416197	SIMENGINEER
Serial Number:	77449424	SIMMATERIALS

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6175269628  
Email: cslattery@proskauer.com  
Correspondent Name: Christine Slattery  
Address Line 1: Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	15431/008
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	10/13/2009

Total Attachments: 7  
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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect hereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor and Subordination Agreement dated as of October 13, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, the "Subordination Agreement"), by and among Wells Fargo Foothill, LLC, as Senior Agent, the Initial Subordinated Creditor party thereto, and Barclays Structured Principal Investing LLC, as Subordinated Agent. In the event of any conflict between the terms of the Subordination Agreement and this promissory note, the terms of the Subordination Agreement shall govern and control.

### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of October, 2009, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BARCLAYS STRUCTURED PRINCIPAL INVESTING LLC**, a Delaware limited liability company ("BSPI"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

#### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of October 13, 2009 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement") by and among **MAXIMUS HOLDINGS INC.**, a Delaware corporation ("Parent"), **MSC.SOFTWARE CORPORATION**, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), BSPI, as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of October 13, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto other than any United States intent-to-use trademark

applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks during the term of the Security Agreement, the provisions of this Trademark Security Agreement shall automatically apply thereto. In accordance with the terms of Section 6(g)(vi) of the Security Agreement, Grantors shall provide a written report to Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the

singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL, COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**8. Subordination.** Notwithstanding anything contained herein to the contrary, all terms, conditions and provisions of this Agreement, and all of Agent’s rights hereunder, are subject to the terms, conditions and provisions of the Intercreditor Agreement and the rights of


the Senior Credit Agent and the Senior Lenders thereunder and under the Senior Credit Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Upon termination of the Intercreditor Agreement pursuant to Section 26 therein, this Agreement and the rights created hereunder for the benefit of the Lender Group and the rights and privileges of the Lender Group evidenced hereby shall no longer be subordinated pursuant to the terms of the Intercreditor Agreement

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**MSC.SOFTWARE CORPORATION, a**  
Delaware corporation

By:   
Name: William F. Chisholm  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

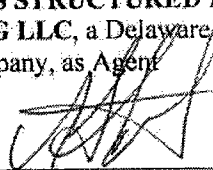
**TRADEMARK**  
**REEL: 004077 FRAME: 0796**

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**BARCLAYS STRUCTURED PRINCIPAL  
INVESTING LLC**, a Delaware limited  
liability company, as Agent

By: \_\_\_\_\_

  
Name: Arthur Martini  
Title: Vice President



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004077 FRAME: 0797**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<b>Trademark</b>	<b>Application or Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Registered Owner</b>
EASY5	1,433,645	24-Mar-1987	USA	MSC Software Corporation
EASY5	1,433,809	24-Mar-1987	USA	MSC Software Corporation
MARC	1,965,747	02-Apr-1996	USA	MSC Software Corporation
MD PATRAN	3,491,121	26-Aug-2008	USA	MSC Software Corporation
MENTAT	1,962,097	12-Mar-1996	USA	MSC Software Corporation
MSC	1,330,631	16-Apr-1985	USA	MSC Software Corporation
MSC	1,571,643	19-Dec-1989	USA	MSC Software Corporation
MSC	2,075,622	01-Jul-1997	USA	MSC Software Corporation
MSC and Design 	2,438,042	27-Mar-2001	USA	MSC Software Corporation
MSC SOFTWARE and Design 	2,467,564	10-Jul-2001	USA	MSC Software Corporation
MSC.ADAMS	2,809,503	27-Jan-2004	USA	MSC Software Corporation
MSC.DYTRAN	2,860,287	06-Jul-2004	USA	MSC Software Corporation
MSC.MARC	2,840,428	11-May-2004	USA	MSC Software Corporation
MSC.MVISION	2,834,701	20-Apr-2004	USA	MSC Software Corporation
MSC.PATRAN	2,963,114	21-Jun-2005	USA	MSC Software Corporation
SIMENGINEER	77/416,197	07-Mar-2008	USA	MSC Software Corporation
SIMENTERPRISE	3,478,108	29-Jul-2008	USA	MSC Software Corporation
SIMMATERIALS	77/449,424	16-Apr-2008	USA	MSC Software Corporation
SIMOFFICE	3,030,400	13-Dec-2005	USA	MSC Software Corporation
SIMTEMPLATE	3,400,173	18-Mar-2008	USA	MSC Software Corporation
SIMULATING REALITY	2,626,818	24-Sep-2002	USA	MSC Software Corporation
SIMXPRT	3,532,682	11-Nov-2008	USA	MSC Software Corporation