

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Planet Metrics, Inc.		01/06/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parametric Technology Corporation		
<b>Street Address:</b>	140 Kendrick Street		
<b>City:</b>	Needham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02494		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3454771	ECOSYNERGY	
<b>Registration Number:</b>	3716684	PLANET METRICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)742-4214		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-227-7400		
<b>Email:</b>	ptotvs@lahive.com		
<b>Correspondent Name:</b>	Lahive & Cockfield, LLP		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 2:</b>	Thomas V. Smurzynski, Esq.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	PAS-287		
<b>NAME OF SUBMITTER:</b>	Thomas V. Smurzynski		
<b>Signature:</b>	/thomas v. smurzynski/		

CH \$65.00 3454771

Date:

02/23/2010

**Total Attachments: 3**

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Exhibit E  
TRADEMARK ASSIGNMENT

The Trademark Assignment, effective as of January 7, 2010, is entered into by and between Planet Metrics, Inc., a Delaware corporation, with an address at 1111 Bayhill Drive, San Bruno, CA 94066 ("Assignor") and Parametric Technology Corporation, a Massachusetts corporation with an address at 140 Kendrick Street, Needham, Massachusetts 02494 ("Assignee").

WHEREAS, 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, Assignor hereby sells, assigns and transfers unto the Assignee all of the Assignor's 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, Assignor hereby request the Director of the United States Patent and Trademark office (the "Director") to record this Trademark Assignment.

AND, Assignor, 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 it 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 requested by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Assignor's 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 all of Assignor's rights therein.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor 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 between Assignor, Assignee and various other parties (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. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

PLANET METRICS, INC.

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

Name: Andrew Leventhal

Title: President and Treasurer

Acknowledgment

STATE OF CALIFORNIA )

COUNTY OF SAN MATEO )

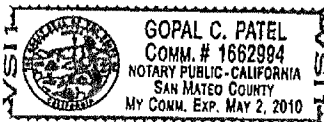
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ss.

Subscribed, sworn to and acknowledged before me this 6 day of January 2010.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires:

Schedule A

Registered Trademarks:

Reg. No.	Reg. Date	Mark
3716684	November 24, 2009	Planet Metrics
3454771	June 24, 2008	EcoSynergy

Unregistered Trademarks:

- The Planet Metrics logo
- "Rapid Carbon Modeling"
- "RCM"

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