

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exa Corporation		05/24/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	One Newton Executive Park		
<b>Internal Address:</b>	2221 Washington Street, Suite 200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02462		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2014017	EXA	
Registration Number:	2153094	POWERFLOW	
Registration Number:	2157225	DIGITAL PHYSICS	
Registration Number:	2717898	POWERVIZ	
Registration Number:	2874277	POWERCLAY	
Registration Number:	2958440	POWERWRAP	
Registration Number:	3056931	POWERSPECTRUM	
Registration Number:	3341774	POWER THERM	
Registration Number:	3342001	POWERCOOL	
Registration Number:	3704957	EXA	
Registration Number:	3755868	POWERDELTA	
Serial Number:	77702863	POWERACOUSTICS	
Serial Number:	77843145	POWERINSIGHT	

CH \$340.00 2014017

CORRESPONDENCE DATA

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1501 Wilson Boulevard  
Address Line 2: Suite 510  
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	1005809
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/02/2010

Total Attachments: 10  
source=Exa#page1.tif  
source=Exa#page2.tif  
source=Exa#page3.tif  
source=Exa#page4.tif  
source=Exa#page5.tif  
source=Exa#page6.tif  
source=Exa#page7.tif  
source=Exa#page8.tif  
source=Exa#page9.tif  
source=Exa#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 24, 2010 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **EXA CORPORATION**, a Delaware corporation, with its principal place of business at 55 Network Drive, Burlington, Massachusetts 01803 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 24, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

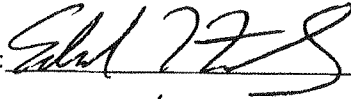
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EXA CORPORATION

55 Network Drive  
Burlington, Massachusetts 01803

By:   
Title: COO/CFO

Attn: Ed Furlong

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200  
2221 Washington Street  
Newton, Massachusetts 02462

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

Attn: Mr. Michael McMahon

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EXA CORPORATION

55 Network Drive  
Burlington, Massachusetts 01803

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

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200  
2221 Washington Street  
Newton, Massachusetts 02462

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

Title: VP \_\_\_\_\_

Attn: Mr. Michael McMahon

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Description	Application/Registration Number	Application/Registration Date
Computer system for simulating physical processes using multiple-integer state vectors	08165293/5594671	12-10-93/1-14-97
Computer simulation of physical processes	08998768/5953239	12-29-97/9-14-99
Collision operators in physical process simulation	08409685/5640335	3-23-95/6-17-97
Viscosity reduction in physical process simulation	08255409/5606517	6-8-94/2-25-97
Computer system for simulating physical processes	08566032/5848260	12-1-95/12-8-98
Computer Simulation of Physical Processes	08829448/5910902	3-28-97/6-8-99
Computer Simulation of Physical Processes	08998770/6089744	12-29-97/7-18-00
Computer Simulation of Physical Processes	11463673/7558714	8-10-06/7-7-09
Cascaded Eddy Simulation	20080015830 (Publication Number) 2007773531 (Application Number) (Published)	1-17-08 (Publication Date) 7-5-07 (Application Date)
Computer Simulation of Physical Processes	20100088081 (Publication Number) 2009494921 (Application Number) (Published)	4-8-10 (Publication Date) 6-30-09 (Application Date)



EXHIBIT C

Trademarks

Description	Registration/Application Number	Registration/Application Date
Exa	2014017/74330722	11-5-96/11-12-92
PowerFLOW	2153094/75179591	4-21-98/10-10-96
DIGITAL PHYSICS	2157225/75022807	5-12-98/11-21-95
PowerVIZ	2717898/76226390	5-20-03/3-19-01
PowerCLAY	2874277/78177626	8-17-04/10-23-02
PowerWRAP	2958440/78299825	5-31-05/9-12-03
PowerSPECTRUM	3056931/76615672	2-7-06/10-7-04
PowerTHERM	3341774/78844643	11-20-07/3-23-06
PowerCOOL	3342001/78898272	11-20-07/6-1-06
Exa	3704957/77708530	11-3-09/4-7-09
PowerDELTA	3755868/77627431	3-2-10/12-5-08
PowerACOUSTICS	-/77702863	-/3-31-09
PowerINSIGHT	-/77843145	-/10-7-09
DWT (unregistered)	-	-
Digital Wind Tunnel (unregistered)	-	-
PowerCASE (unregistered)	-	-
PowerPREP (unregistered)	-	-
PowerEXPORT (unregistered)	-	-

Foreign Trademarks

Description	Registration/Application /Publication Number	Registration/Application /Publication Date
Exa	922924/-/ (Notified – China)	-/4-24-07/-
Exa	922924/-/2009-037 (Published – European Community)	-/4-24-07/9-28-09
Exa	-/1662907/- (Pending – India)	-/3-10-08/-

Exa	922924/-/ (Registered – Int'l Registration – Madrid Protocol Only)	4-24-07/-/-
Exa	922924/-/ (Registered – Italy)	4-24-07/-/-
Exa	922924/-/ (Registered – Spain)	4-24-07/4-24-07/8-30-07
Exa	922924/-/6714 (Registered – United Kingdom)	4-24-07/4-24-07/12-14-07
PowerACOUSTICS	-/1868596/ (Pending – India)	-/9-30-09/-
PowerACOUSTICS	1001798/-/ (Registered – Int'l Registration – Madrid Protocol)	5-1-09/-/-
PowerDELTA	1006492/-/ (To be abandoned – China)	-/5-28-09/-
PowerDELTA	1006492/-/2009-029 (Published – European Community)	-/5-28-09/8-3/09
PowerDELTA	-/1826224/ (Pending – India)	-/6-5-09/-
PowerDELTA	1006492/-/ (Registered – Int'l Registration – Madrid Protocol)	5-28-09/-/-
PowerDELTA	1006492/-/ (Registered – Japan)	5-28-09/-/-
PowerDELTA	1006492/-/ (Notified – Republic of Korea)	-/5-28-09/-
PowerDELTA	1006492/-/ (Notified – Switzerland)	-/5-28-09/-
PowerFLOW	922929/-/ (Published – China)	-/4-26-07/-
PowerFLOW	922929/-/2009-037 (Published – European Community)	-/4-26-07/9-28-09
PowerFLOW	922929/-/ (Registered – France)	4-26-07/-/-

PowerFLOW	-/1662908/- (Pending - India)	-/3-10-08/-
PowerFLOW	922929/-/ (Registered – Int'l Registration – Madrid Protocol)	4-26-07/-/-
PowerFLOW	922929/-/ (Registered – Italy)	4-26-07/-/-
PowerFLOW	922929/-/ (Registered – Japan)	7-24-09/6-25-07/-
PowerFLOW	922929/-/ (Registered – Spain)	4-26-07/4-26-07/2-19-09
PowerFLOW	922929/-/6714 (Registered – United Kingdom)	4-26-07/4-26-07/12-14-07
PowerINSIGHT	1033251/-/ (Notified – China)	-/3-10-10/-
PowerINSIGHT	1033251/-/ (Notified – European Community)	-/3-10-10/-
PowerINSIGHT	1033251/-/ (Registered – Int'l Registration – Madrid Protocol)	3-10-10/3-10-10/-
PowerINSIGHT	1033251/-/ (Notified – Japan)	-/3-10-10/-
PowerINSIGHT	1033251/-/ (Notified – Republic of Korea)	-/3-10-10/-
PowerINSIGHT	1033251/-/ (Notified – Switzerland)	-/3-10-10/-

EXHIBIT D

Mask Works

None.