

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
MSC.SOFTWARE CORPORATION			11/01/2010
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS PRIVATE CREDIT PARTNERS 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: 1			
Property Type	Number	Word Mark	
Serial Number:	85139974	PATRAN	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6175269600		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boaton, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:		15431/008	
NAME OF SUBMITTER:		Christine Slattery	
Signature:		/Christine Slattery/	

CH \$40.00 85139974

Date:

11/04/2010

Total Attachments: 5

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2010 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of October 13, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor"), and **BARCLAYS PRIVATE CREDIT PARTNERS LLC** (formerly known as Barclays Structured Principal Investing LLC), a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 13, 2009, at Reel 004077 and Frame 0790; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and the Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. The Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "Additional Trademarks"), and such Additional Trademarks shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group to secure the Secured Obligations, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, 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.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to

deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.


5. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

MSC.SOFTWARE CORPORATION,
a Delaware corporation

By: 
Name: Shahdad Zand
Title: Senior Counsel

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004310 FRAME: 0253

AGENT:

BARCLAYS PRIVATE CREDIT PARTNERS LLC,
(formerly known as Barclays Structured Principal Investing LLC),
a Delaware limited liability company

By: 

Name: Arthur Martini

Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004310 FRAME: 0254

EXHIBIT A

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Filing Date
MSC.Software Corporation	U.S.	PATRAN	85139974	September 28, 2010

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses