TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Software Contribution Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ansys, Inc.		01/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SAS IP, Inc.
Street Address:	202 East 18th Street
Internal Address:	Suite 108
City:	Cheyenne
State/Country:	WYOMING
Postal Code:	82001
Entity Type:	CORPORATION: WYOMING

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1513472	MAXWELL
Registration Number:	1695877	PARICS
Registration Number:	2954407	NEXXIM
Registration Number:	3008246	Q3D EXTRACTOR
Registration Number:	3370645	SIMPLORER
Registration Number:	2924788	ANSOFT DESIGNER
Registration Number:	2996124	SOLVER ON DEMAND

OP $190.00 1513472

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1639
Email: vicki.cremonese@bipc.com
Correspondent Name: Carla J. Vrsansky
Address Line 1: 301 Grant Street

Address Line 2:	20th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0030967-000031
NAME OF SUBMITTER:	Carla J. Vrsansky
Signature:	/Carla J. Vrsansky/
Date:	02/03/2011

Total Attachments: 6
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SOFTWARE CONTRIBUTION AGREEMENT

THIS SOFTWARE CONTRIBUTION AGREEMENT ("Contribution Agreement") is effective as of January 1, 2010 (the "Effective Date"), by and between ANSYS, Inc., a Delaware corporation ("ANSYS"), and SAS IP, Inc., a Wyoming corporation ("SAS IP").

WHEREAS ANSYS is the sole shareholder of SAS IP and is the owner of certain engineering software as more fully described herein. ANSYS acquired such software and other intellectual property for its own use pursuant to a merger with its wholly-owned subsidiary, Ansoft LLC.

WHEREAS ANSYS desires to convey to SAS IP the software and other intellectual property described herein as a contribution to capital, and SAS IP desires to accept such contribution from ANSYS.

NOW, THEREFORE, ANSYS and SAS IP agree as follows:

1. Contribution of Software and Other Intellectual Property

(a) Contribution. Subject to the terms and conditions of this Contribution Agreement, effective as of the Effective Date, ANSYS hereby conveys, assigns and transfers to SAS IP, its successors, and assigns, as a contribution to capital, and SAS IP hereby accepts from ANSYS, all right title and interest, throughout the world, in and to the software and other intellectual property described on Exhibit A hereto, including all copyrights, patent rights, and all other intellectual property and proprietary rights therein, all supplements, enhancements and modifications thereto, and all personal property relating thereto including source code, object code, technical documentation and similar information necessary for the practical utilization thereof (collectively the "Software"), including any and all licenses, permits, authorizations, and other approvals from any domestic or governmental, public or self-regulatory body or authority or agency, or from any private party, pertaining to the Software. In furtherance of the foregoing, ANSYS shall execute any separate assignment and shall take such further actions as SAS IP reasonably shall request with respect to filing any such assignment with appropriate domestic or governmental, public or self-regulatory bodies or authorities or agencies in connection with the transfer of the Software to SAS IP.

(b) Assumed Obligations and Liabilities. From and after the Effective Date, SAS IP hereby assumes, and agrees to pay, discharge and perform, all obligations and liabilities under, with respect to or arising out of the ownership of the Software, subject to the terms of any licenses granted by SAS IP with respect thereto.

2. ANSYS's Representations and Warranties; Indemnification

(a) No Conflict; Consents. Except for the filing of assignments with governmental authorities or agencies in connection with the transfer of the Software as contemplated by this Contribution Agreement, the execution, delivery and performance of this Contribution Agreement by ANSYS does not and will not do any of the following: (i) conflict with or violate any provision of the Articles of Incorporation or Bylaws of ANSYS; (ii) violate any provision of any legal requirement applicable to ANSYS; (iii) conflict with, violate, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement or contract to which ANSYS is a party or by which ANSYS or the Software is

bound or affected; or (iv) require any consent, approval, or authorization of, or the filing of any certificate, notice, application, report, or other document with, any governmental authority or other third party.

(b) Software. ANSYS has good and marketable title to the Software and has the corporate power and authority to assign the Software to SAS IP pursuant to this Contribution Agreement and otherwise to perform its obligations hereunder.

(c) Indemnification. ANSYS agrees to indemnify and hold harmless SAS IP and its affiliates, partners, officers, directors, shareholders, employees, agents, representatives, successors and assigns, from and against any and all claims, losses, liabilities, damages, penalties, costs or out-of-pocket expenses (including reasonable attorneys fees) asserted against or incurred by SAS IP arising out of or resulting from any breach by ANSYS of this Contribution Agreement or any representation or warranty made by ANSYS herein.

(d) Survival. The representation and warranties and the indemnification obligations contained herein shall survive the execution and delivery of this Contribution Agreement.

3. Further Assurances. From and after the Effective Date, each of ANSYS and SAS IP shall take such actions, provide such additional information, and execute and deliver to the other such other and further documents and instruments as are expressly required hereunder or as shall be necessary or reasonably requested in order to effect the intent of this Contribution Agreement and consummate the transactions contemplated hereby. Without limitation of the foregoing, SAS IP, its successors and assigns shall have the right to file such instruments and applications in the United States and throughout the world for the Software in the name of SAS IP.

4. Miscellaneous Provisions.

(a) Severability. The parties acknowledge and agree that, should any provision of this Contribution Agreement be determined to violate or contravene any law, such provision shall be severed or modified to the extent necessary to comply with such applicable law, and such modified provision and the remainder of the provisions hereof shall continue in full force and effect.

(b) Successors and Assigns. This Contribution Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; provided, however, that neither party may assign all or any portion of their rights and obligations under this Contribution Agreement without the express written consent of the other.

(c) Modification. This Contribution Agreement may only be amended or modified by the express written agreement of both parties.

(d) Governing Law. This Contribution Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of law provisions thereof.

(e) Entire Agreement. This Contribution Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, proposals, and representations, whether oral or written.

(f) Effect of Waiver. No waiver whether express or implied, of any breach of any term, condition or obligation of this Contribution Agreement shall be construed as a waiver of any subsequent breach of that term, condition, or obligation, or of any other term, condition or obligation of this Contribution Agreement of the same or different nature.

(g) Counterparts. This Contribution Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Contribution Agreement effective as of the Effective Date.

ANSYS, Inc.

By: _____

Name: MARIA SHIELDS

Title: VP, CFO

OK
RAV
2/24/10

SAS IP, Inc.

By: _____

Name: John D. Sherman

Title: VP Finance

EXHIBIT A

SOFTWARE*

Ansoft HFSS – Simulation tool for 3D full-wave electromagnetic field simulation, providing E- and H-fields, currents, S-parameters and near and far radiated field results to analyze high-speed components including on-chip embedded passives, IC packages, PCB interconnects, and high-frequency components such as antennas, RF/microwave components, and biomedical devices. Includes an automated solution process where users are only required to specify geometry, material properties and the desired output and the program will automatically generate an appropriate, efficient and accurate mesh for solving the problem using the proven finite element method.

Ansoft Q3D Extractor – Simulation tool for 3D parasitic extraction for engineers designing multi-layer boards, complex IC packages and 3D on-chip passive components. Efficiently performs the 3D and 2D electromagnetic-field simulation required for the extraction of RLCG parameters from an interconnect structure and automatically generates an equivalent SPICE sub-circuit model. These models can then be used to perform signal integrity analysis to study EM phenomena, such as crosstalk, ground bounce, interconnect delays, and ringing, and to understand the performance of high-speed electronic designs.

Ansoft TPA – (Turbo Package Analyzer) – Provides the package extraction and automation capability needed to address the electrical requirements of complex high-performance SiP, chip-scale, flip-chip, ball-grid array, and wire-bond. IC and package designers of analog/RF and high-speed digital applications are able to fully characterize an entire package structure and automatically extract lumped or distributed RLC values for use with Nexxim or alternative SPICE-compatible tools to perform subsequent transient analyses, such as crosstalk, overshoot, and TDR. The product further enables the prediction of IC package performance and compatibility, facilitating performance trade-off analysis before a design is committed to fabrication. The product is coupled with electronic package layout tools to accurately model package interconnect elements, such as non-orthogonal traces, vias, wire-bonds, and solder balls, and to take into account the non-ideal ground planes prevalent in these advanced IC package designs.

Ansoft SIwave – Simulation tool that analyzes entire printed circuit boards (PCBs) and IC packages prevalent in modern electronic products. The software allows engineers to perform complete signal- and power- integrity analyses from DC to beyond 10 Gb/s. SIwave extracts frequency-dependent circuit models of signal nets and power distribution networks directly from electrical CAD layout (E-CAD) databases. These analyses aid in the identification of signal and power-integrity problems and are critical to designers seeking first-pass system success. Entire design paths from package to board to package can be analyzed using a full-wave electromagnetic simulator realizing coupling effects between packages and boards that are often ignored. With an IC die network modeler, first order silicon effects can be included in the analyses for a complete channel description.

Ansoft Designer – An integrated schematic and design management front-end for Ansoft HFSS, Ansoft Q3D Extractor, and ANSYS SIwave. The program is the foundation for design flow that allows users to precisely model and simulate complex analog, RF, and mixed-signal applications and perform signal-integrity analysis and system verification of high-performance

IC/package/board designs. The program includes schematic capture and layout editing, netlist generation and sophisticated data visualization and analysis tools.

Ansoft Maxwell – Electromagnetic field simulation software used for the design and analysis of 3D/2D structures, such as motors, actuators, transformers and other electric and electromechanical devices common to automotive, military/aerospace, and industrial systems. Based on the Finite Element Method (FEM), the program accurately solves static, frequency-domain and time-varying electromagnetic and electric fields.

Ansoft Simplorer – A multi-domain system simulation software program used for the design, modeling, analysis and optimization of high-performance systems that include electrical, thermal, electromechanical, electromagnetic, and hydraulic designs. These complex systems are commonly found in the automotive, aerospace/defense, and industrial automation industries. The program provides a wide range of modeling techniques, analysis capabilities, and post processing, enabling engineers to investigate system functionality, performance, and overall design verification.

Ansoft PExprt – Simulation tool that speeds the design and optimization process of transformers and inductors. By using a combination of classical and Finite Element Analysis (FEA) techniques, the program determines the appropriate core size and shape, air gaps, and winding strategy of a design.

Ansoft RMxprt – Software program that speeds the design and optimization process of rotating electric machines by enabling users to calculate machine performance, make initial sizing decisions, and perform hundreds of "what if" analyses in a matter of seconds. The program uses classical analytical motor theory and equivalent magnetic circuit methods to compute performance metrics for a specific machine design and accounts for nonlinear magnetic characteristics and 3D effects, such as skew and end-turn. The program automatically produces both geometric data and system-level models, allowing the preliminary design to be refined with Ansoft Maxwell, then integrated with power electronic and control circuitry in Ansoft Simplorer.

* includes any related documentation but excludes any third party software

Other Intellectual Property

All of the copyrights of Ansoft LLC, whether registered or unregistered, that were assigned to ANSYS, Inc. as part of the merger.

All of the trademarks, trade names and trade dress under federal, foreign or common law of Ansoft LLC, whether registered or unregistered.

TRADEMARK REGISTRATIONS

Country	Mark	Reg. No.
US	MAXWELL	1,513,472
US	PARICS	1,695,877
US	NEXXIM	2,954,407
US	Q3D EXTRACTOR	3,008,246
US	SIMPLORER	3,370,645
US	ANSOFT DESIGNER	2,924,788
US	SOLVER ON DEMAND	2,996,124
Europe	SOLVER ON DEMAND	003586278