

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intercim, LLC		03/20/2012	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Dassault Systemes Delmia Corp.		
Street Address:	175 Wyman Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1345802	CAMATE	
Registration Number:	1352632	FACTORYNET	
Registration Number:	2889182	VELOCITY BY INTERCIM	
Registration Number:	3136569	VELOCITY	
CORRESPONDENCE DATA			
Fax Number:	(414)271-5770		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	414-271-7590		
Email:	aleshiap@andruslaw.com		
Correspondent Name:	Peter T. Holsen		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	5858-00001		

CH \$1115.00 1345802

NAME OF SUBMITTER:	Peter T. Holsen
Signature:	/Peter T. Holsen/
Date:	03/30/2012
Total Attachments: 14 source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page1.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page2.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page3.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page4.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page5.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page6.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page7.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page8.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page9.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page10.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page11.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page12.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page13.tif source=2012-03-20_5858-00001_Executed_Assignment_of_Trademark_Registrations#page14.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS DASSAULT SYSTEMES DELMIA CORP., a Delaware corporation, having a place of business at 175 Wyman Street, Waltham, MA 02451, has adopted, used and is using the following marks for which INTERCIM, LLC is the present owner of record at the United States Patent and Trademark Office, and which marks are registered in the United States Patent and Trademark Office as follows:

- Registration No. 1,345,802 (CAMATE);
- Registration No. 1,352,632 (FACTORYNET);
- Registration No. 2,889,182 (VELOCITY BY INTERCIM and Design);
- Registration No. 3,136,569 (VELOCITY and Design); and

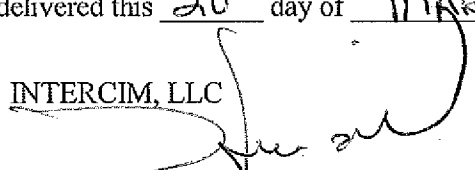
WHEREAS DASSAULT SYSTEMES DELMIA CORP., acquired said marks, registrations, and the goodwill of the business symbolized by said marks on December 31, 2011 upon execution of the attached IP Rights Sale and Transfer Agreement;

WHEREAS in accordance with paragraph 4.2 of said IP Rights Sale and Transfer Agreement the present Assignment of Trademarks is made to DASSAULT SYSTEMES DELMIA CORP. by INTERCIM, LLC;

NOW THEREFORE, effective December 31, 2011, for good and valuable consideration, receipt of which is hereby acknowledged, INTERCIM, LLC does hereby assign unto DASSAULT SYSTEMES DELMIA CORP. all right, title and interest in and to the said marks, together with the goodwill of the business symbolized by the marks, and the above-identified registrations thereof.

Executed and delivered this 20th day of March, 2012.

INTERCIM, LLC


Name: Horace B. U.
Title: VP CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 3/20/12 before me, NANCY HOOVER
Date Here Insert Name and Title of the Officer

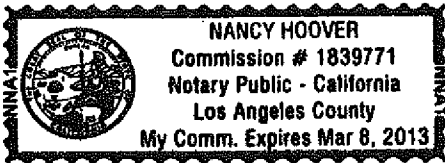
personally appeared HORACE BILL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy Hoover
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT OF TRADEMARKS

Document Date: 3/20/12 Number of Pages: 1

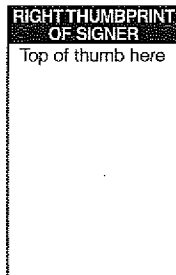
Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer(s)

Signer's Name: HORACE BILL

- Individual
- Corporate Officer — Title(s): VP v. CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

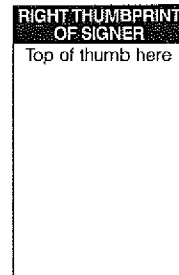
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



IP RIGHTS SALE AND TRANSFER AGREEMENT

This AGREEMENT OF ASSIGNMENT (this "Agreement") is made as of December 31, 2011 (the "Effective Date"), by and between **Intercim, LLC**, a Wisconsin limited liability company having a place of business at 1915 Plaza Drive, Suite 100, Eagan, MI 55122 ("**Seller**"), and **Dassault Systemes Delmia Corp.**, a Delaware corporation having a place of business at 900 North Squirrel Road, Suite 100, Auburn Hills, Michigan 48326 ("**Buyer**"), with Seller and Buyer each sometimes being referred to herein as a "**Party**" and collectively as the "**Parties**".

INTRODUCTION

A. Seller and Buyer, each an indirect subsidiary of Dassault Systèmes, a French société anonyme ("**DS**"), desire to enable Buyer to exploit worldwide, on an exclusive basis and for an unlimited period of time, and to the greatest possible extent, the Intellectual Property of Seller and any part thereof in any form, using any means and for any purpose, and that Buyer shall be entitled to all proprietary rights, authorizations and interests for this purpose and to the fullest extent permitted under applicable law; and

B. Seller desires to transfer to Buyer, and Buyer desires to receive from Seller, ownership of the intellectual property in certain software and technology, including all patents, copyrights, database rights, trade secrets, trademarks and other intellectual property rights therein and thereto according to this IP Rights Sale and Transfer Agreement, all as more particularly provided herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following respective meanings:

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under the common control of the Person in question by majority ownership or any class of voting security or equity interest.

"**Domain Names**" means the domain names or web addresses listed in Annex D.

"**Encumbrance**" means any commitment, license, lien, claim or other right relating to any of the IP Rights or IP Materials, whether express, implied or otherwise, that are made, entered into or granted by, or that arise from any actions taken by Seller or any other Person prior to the Effective Date, including, but not limited to, any obligation to assign any of IP Rights or IP Materials to any other Person or any equitable right or interest of any other Person in any IP Rights or IP Materials.

"**IP Materials**" means any and all of the following, in any form and in any media: (i) works of authorship, including without limitation Software in Source Code format and Object Code format, and related documentation, records and data, (ii) Patents, records and data describing inventions (whether or not patentable), discoveries or improvements, (iii) records of proprietary and confidential information or know how, (iv) databases, data compilations and collections and technical data, and (v) Trademarks, designs, models, sketches and other records of intellectual creation, (v) all documentation including end user documentation, test documentation and build procedure, (vi) Domain Names and (vii) all support case

databases.

"IP Rights" or "Intellectual Property Rights" means the worldwide common law and statutory rights in, to, deriving from and/or associated with (i) patents including utility patents, patent applications and inventors' certificates, (ii) copyrights, copyright registrations and copyright applications, ancillary copyright, "moral" rights, (iii) rights that protect industrial secrets and related confidential information ("Trade Secrets"), (iv) rights in unpatented technical and other knowhow, (v) utility models, (vi) design rights (whether registered or not), (vii) trademarks, trade names and service marks (whether registered or not), together with goodwill associated therewith, and rights in passing off and unfair competition, (viii) database rights and rights in databases (ix) other proprietary rights relating to intangible intellectual property, (x) applications to register, divisions, continuations, renewals, re-issuances and extensions of the foregoing (as applicable) and (xi) analogous rights to those set forth above, including the right to enforce and recover remedies for any of the foregoing.

"Object Code" means computer software, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing and linking but without the intervening steps of compilation or assembly.

"Patents" means utility and design patents as well as applications, continuations, continuations-in-part, or divisional applications thereof, including patents and patent applications listed in Annex C.

"Person" means any natural person, and any corporation, partnership, joint venture, limited liability company, university, foundation, trust or other legal entity recognized in any jurisdiction in the world.

"Products" means all products, technologies and Services developed (including products, technologies and Services under development), delivered, owned, made, marketed, provided, distributed, imported, sold or licensed by or on behalf of DS or any Affiliate of DS.

"Services" means all support, consulting, educational, professional, and outsourcing, web hosting, internet connectivity, data center space and leasing services developed (including services under development).

"Software" means any and all computer software, documentation (including manuals and specifications), and code, including assemblers, applets, compilers, Source Code, source code listings, Object Code, data (including image and sound data), design tools and user interfaces, in any form or format, however fixed, developed or acquired by Seller or provided by Seller to DS or its Affiliates, including but not limited to the items listed in Annex A.

"Source Code" means computer software and code, in form other than Object Code form, including related programmer comments and annotations, help text, data and data structures, instructions and procedural, object-oriented and other code, which may be printed out or displayed in human readable form.

"Trademarks" means all logos, trade names, trade dress, trademarks and service marks owned *and/or* used by Seller, whether filed or not and registered or not, including the trademarks and trademark applications listed in Annex B.

2. TRANSFER OF INTELLECTUAL PROPERTY

2.1. As of the Effective Date (effective immediately prior to the close of business on such date), Seller hereby assigns to Buyer all of Seller's worldwide right, title and interest in and to (i) the IP Materials and Intellectual Property Rights owned, co-owned or in-licensed by Seller (when licensing agreements authorizes it), as well as (ii) any and all causes of action and rights of recovery for past infringement or

misappropriation of the Intellectual Property Rights owned, co-owned or in-licensed by Seller, in accordance with the terms and conditions of this Agreement. Buyer hereby accepts such assignment.

2.2. Insofar as any assignment to Buyer contemplated in this Agreement is not legally permissible or enforceable, Seller hereby grants to Buyer exclusive and unrestricted licenses to the greatest extent possible under applicable law to all of its Intellectual Property Rights owned, co-owned or in-licensed by Seller including a perpetual, irrevocable, exclusive (with no rights of reservation), world-wide, royalty free license in and to such Intellectual Property Rights to freely exploit such Intellectual Property Rights, including but not limited to the rights to: (i) reproduce, modify, prepare derivative works of, compile, publicly perform, publicly display, demonstrate, market, disclose and distribute the IP Materials and derivative works thereof in any form on any media or via any electronic or other method now known or later discovered; (ii) make, have made, use, sell, offer to sell, import and otherwise exploit such IP Materials and derivative works thereof in any manner and on any media or via any electronic or other method now known or later discovered; and (iii) sublicense or transfer the foregoing rights to third parties through multiple tiers of sub-licensees or other licensing mechanisms at Buyer's option. Buyer hereby accepts the granting of such rights.

2.3. On or after the Effective Date, Seller will, without charge and promptly upon request by Buyer, as may be requested by Buyer in order to effect and perfect the transfer contained herein or to enable Buyer to obtain the full benefits of this Agreement and the transactions contemplated hereby: (i) deliver to Buyer records, data or other documents relating to the IP Materials and Intellectual Property Rights owned, co-owned or in-licensed by Seller as the case may be and that are in Seller's possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer and particularly registration of the Buyer as the owner of the Intellectual Property Rights, and (iii) take other reasonable actions, render other assistance and execute other documents as requested by Buyer.

2.4. For accounting purposes, all IP Materials, Intellectual Property Rights and other rights and interests assigned pursuant to this Agreement shall be treated as having been assigned as of the close of business on December 31, 2011. Each of the Parties acknowledges and agrees that, subsequent to the assignments under this Agreement, Seller will be merged with and into its parent company, Dassault Systemes Americas Corp.

3. PAYMENT OF PURCHASE PRICE

3.1. The purchase price for the Intellectual Property Rights and the IP Materials is **\$20,602,273.00 US**, plus any sales, use, VAT or other taxes imposed on the Seller as a result of the transaction, other than income taxes, payable by wire transfer in cash in immediately available funds upon execution of this Agreement.

4. DELIVERY OF OFFICIAL FILES AND RECORDAL OF ASSIGNMENT

4.1. Within one (1) month after the Effective Date, Seller shall deliver to Buyer all official files, in particular applications, the ensuing correspondence with the patent and trademark offices and the registration certificates which are in the possession of Seller at the Effective Date for all Patents, Trademarks and Domain Names (the "**File Delivery Date**").

4.2. Within one (1) month after the File Delivery Date, Buyer shall prepare and deliver to Seller formal assignment documents necessary for the assignment and for the recordation of the assignment of all Patents and Trademarks to Buyer before the respective authorities and the change in ownership of the Domain Names at the relevant registries.

4.3. Within one (1) month after delivery of the properly prepared formal assignment documents to Seller, Seller shall execute and deliver the executed formal assignment documents to Buyer. Seller agrees to execute and deliver such documents as are reasonably requested by Buyer and necessary to effectuate the transfer of the Patents, Trademarks and Domain Names.

4.4. Within one (1) month after receipt of the executed formal assignment documents by Buyer, Buyer shall file the formal assignment documents with the competent authorities for the recordation of the assignment of the Patents, Trademarks and Domain Names.

5. PAYMENT OF MAINTENANCE FEES

5.1. Between the first day 0:00 h (EST) after the Effective Date and the last day 24:00 h (EST) of the first month after the File Delivery Date, Seller will pay all necessary fees, in particular maintenance and renewal fees for Patents, Trademarks and Domain Names, on behalf of and on the account of Buyer and will make all declarations necessary to secure the further existence of the respective Intellectual Property Rights. Buyer will reimburse Seller for all costs and fees paid on behalf of Buyer for renewals due in the foregoing period of time without undue delay after issuance by Seller of a respective invoice.

5.2. Buyer is under no obligation to maintain the Patents, Trademarks and Domain Names in whole or in part, in particular to pay the respective maintenance fees after the first day 0:00 h (EST) following the first month after the File Delivery Date.

5.3. Buyer is under no obligation to defend the Patents, Trademarks and Domain Names after the Effective Date. Seller shall use best efforts to forward to Buyer any correspondence concerning any proceeding, action or claim for opposition, cancellation or limitation threatened or initiated.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Each Party represents and warrants that it is duly incorporated, validly existing and in good standing in its jurisdiction of formation, and has the full right and authority to enter into and perform this Agreement, and this Agreement does not contravene or constitute a default under or violation of any agreement, commitment, instrument or other arrangement to which such Party is a party, and neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereby, will alter, impair or require the consent of any other Person.

6.2. Seller represents and warrants to Buyer that:

6.2.1. Except as provided in Schedule 6.2.1, Seller is the unrestricted, sole, free from Encumbrances and exclusive legal and commercial owner of the IP Rights in the IP Materials, and has the sole and exclusive right to bring a claim or suit against a third party for infringement, misappropriation or violation of such Intellectual Property Rights except only for any restrictions, limitations, or conditions resulting from co-ownerships with an Seller Affiliate of IP Rights;

6.2.2. All IP Materials transferred to Buyer pursuant to this Agreement were written, created, developed, modified and/or improved solely by either:

(a) employees of Seller acting within the scope of their employment where the ownership of IP Rights in IP Materials they create vests automatically in Seller or who have validly and irrevocably either: (aa) assigned to Seller all of their right,

title and interest in and to such IP Materials including their Intellectual Property Rights (including the right to seek past and future damages with respect thereto), or (bb) where no such assignment is possible due to mandatory law, granted to Seller exclusive and unrestricted licenses to the greatest extent possible under applicable law to all of their right -in particular all Intellectual Property Rights - including a perpetual, irrevocable, exclusive (with no rights of reservation), world-wide, royalty free license in and to such Intellectual Property Rights to freely exploit such Intellectual Property Rights without limitation and to sublicense the foregoing rights to third parties through multiple tiers of sub-licensees or other licensing mechanisms at Seller's option, or;

(b) third parties, who have validly, unconditionally and irrevocably either: (aa) assigned to Seller all of their right, title and interest in and to such Intellectual Property or (bb) where no such assignment is possible due to mandatory law, granted to Seller exclusive and unrestricted licenses to the extent as specified in this Section 6.2.2.(a) (bb) above;

6.2.3. The IP Rights in the IP Materials have not been challenged by third parties and no such challenge is to the best knowledge of Seller threatening and no circumstances exist or may threaten which may lead to a withdrawal or cancellation revocation or invalidation of any of the IP Rights;

6.2.4. All fees necessary to maintain the IP Rights in the IP Materials have been paid as and when due, all necessary renewal applications have been filed and all other steps necessary for their maintenance have been taken in a timely manner;

6.2.5. To the best knowledge of Seller, the use of the Intellectual Property Rights and the creation sale and distribution of the IP Materials do not infringe any Intellectual Property Rights of third persons.

7. COSTS

7.1. Any activities by Seller in preparation of the hand-over of the official files and further documents referred to herein above will be performed at no charge to Buyer.

7.2. The fees for the recordal and/or registration of the transfer from the current registered owner will be borne by Buyer.

8. GENERAL PROVISIONS

8.1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assignees; provided, however, that Seller may not assign this Agreement or any rights hereunder without Buyer' prior written consent thereto. Seller hereby acknowledges, consents and agrees that Buyer may assign its rights hereunder to any Person.

8.2. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, United States of America, without regard to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods. Each of the Parties acknowledges and agrees that breach of Section 2.3 or 4 of this Agreement would cause irreparable harm and would not be adequately remedied by money damages, and that in the event of any

actual or threatened breach by a Party of any such section, the other Party shall be entitled to obtain injunctive relief, specific performance and other equitable relief, without wavier of other remedies.

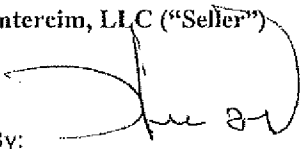
8.3. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

8.4. All notices required hereunder shall be in writing, in English and shall be deemed to have been given (i) the date delivered in person or by reputable express courier service, (ii) five (5) business days after sending the notice if sent by certified or registered mail, (iii) the date sent by confirmed facsimile, addressed to the parties at their respective addresses set forth on the first page of this agreement, in each case to the attention of "Legal Department", or at such other address as either party may designate to the other by notice served as hereby required.

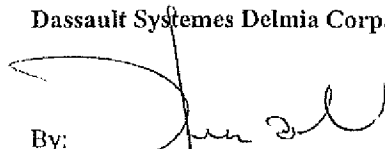
8.5. This Agreement is the complete agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, agreements, understandings, representations and communications, whether oral or written. Headings included herein are solely for the convenience of reference only, and shall not be construed to limit or further define any term or provision hereof. This Agreement may be modified, and waivers of any breach hereof may be made, only by written agreement signed in each instance by the duly authorized representative of the party to be charged thereby. If any part of this Agreement is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted. The Parties acknowledge that their respective legal counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed by its duly authorized representative, as of the Effective Date set forth above.

Intercim, LLC ("Seller")

By: 
Name: Horace Bill
Title: Treasurer & CFO

Dassault Systemes Delmia Corp. ("Buyer")

By: 
Name: Horace Bill
Title: Treasurer & CFO

Annex A
Software

Interim Velocity
FACTORYnet

Annex B
Trademarks

1. Company Registered Trademarks:

Jurisdiction	Title/Description	Status	Filing Number	Next Action	Estimated Dates To File/To Issue
U.S.	CAMATE	Registered	1,345,802	Renewal	7/6/15
U.S.	INTERCIM VELOCITY	Registered	2,961,125	Declaration of Use	6/7/10-6/7/11
U.S.	FACTORYNET	Registered	1,352,632	Renewal	8/6/15
U.S.	VELOCITY	Registered	3,136,569	Declaration of Use	8/29/11- 8/29/12
U.S.	VELOCITY BY INTERCIM	Registered	2,889,182	Declaration of Use	9/28/09- 9/28/10

Annex C
Patents

None

Annex D
Domain Names

www.Intercim.com

SCHEDULE 6.2.1
Encumbrances

None, subject to existing non-exclusive license rights of end users and distributors, and distribution rights of distributors, in the ordinary course of Seller's business.