

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	PTC (Canada) Inc.		12/13/2012
			Entity Type
			CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Parametric Technology Corporation		
Street Address:	140 Kendrick Street		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1745627	IMPLEMENTER
CORRESPONDENCE DATA			
Fax Number:	5195715044		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	519-575-7544		
Email:	michael.bean@gowlings.com		
Correspondent Name:	D. Michael Bean		
Address Line 1:	50 Queen Street North, P.O. Box 2248		
Address Line 2:	Suite 1020		
Address Line 4:	Kitchener, ONTARIO N2H 6M2		
ATTORNEY DOCKET NUMBER:	K6000256US		
NAME OF SUBMITTER:	D. Michael Bean		
Signature:	/Michael Bean/		
Date:	01/08/2013		
Total Attachments: 1 source=PTC Asset Purchase Implementer Trademark 12-13-12#page1.tif			

CH \$40.00 1745627

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into effective as of December 13, 2012 (the “Effective Date”) by and between Parametric Technology Corporation (“PTC”), a Massachusetts corporation, and PTC (Canada) Inc. (“PTC Canada”), a corporation organized under the laws of Canada.

WHEREAS, PTC acquired all of the stock of MKS Inc. and MKS Inc. was subsequently amalgamated into PTC Canada;

WHEREAS, PTC Canada by reason of such amalgamation owns the U.S. trademark registration for “Implementer” (U.S. No. 1,745,627) (the “Implementer Mark”);

WHEREAS, PTC wishes to acquire the Implementer Mark from PTC Canada;

NOW THEREFORE the parties agree as follows:

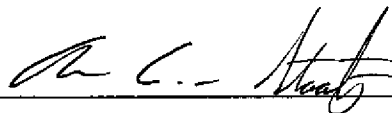
In consideration of the covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

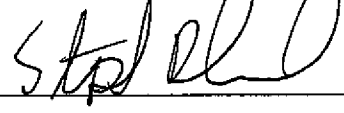
1. Purchase. PTC hereby purchases, receives and accepts from PTC Canada, and PTC Canada hereby sells, transfers and assigns to PTC, all of PTC Canada’s right, title, benefit and interest in the Implementer Mark, including associated goodwill.
2. Purchase Price. In consideration for the sale of the Implementer Mark, PTC agrees to pay to PTC Canada One U.S. Dollar (U.S.\$1.00).
3. Further Assurances. The Parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

PARAMETRIC TECHNOLOGY CORPORATION

PTC (CANADA) INC.

By: 

By: 

Name: Aaron von Staats

Name: Stephen Bouchard

Title: Secretary

Title: Treasurer